



## NOTICE OF MEETING

22<sup>nd</sup> District Agricultural Association Board of Directors meeting  
March 12, 2024, at 1:30 p.m.

### Boardroom

Del Mar Fairgrounds  
2260 Jimmy Durante Boulevard  
Del Mar, California 92014

*While the 22<sup>nd</sup> District Agricultural Association Board of Director's meeting will be conducted in person, per Government Code section 11133, the 22<sup>nd</sup> DAA will also provide for remote participation by Board members and members of the public. If you prefer to participate remotely, please check the 22<sup>nd</sup> DAA's website ([Public Information](#)) for the ZOOM link and/or ZOOM dial-in instructions on how to participate and/or view this meeting.*

### OUR PURPOSE

We are a timeless community treasure where all can flourish, connect, and interact through year-round exceptional experiences.

### OUR MISSION

We connect our community through shared interests, diverse experiences, and service to one another in an inclusive, accessible, and safe place with an emphasis on **entertainment, recreation, agriculture, and education.**

### 22<sup>nd</sup> DAA BOARD OF DIRECTORS

Frederick Schenk, President  
Michael Gelfand, 1<sup>st</sup> Vice President  
G. Joyce Rowland, 2<sup>nd</sup> Vice President  
Mark Arabo, Director

Lisa Barkett, Director  
Kathlyn Mead, Director  
Don Mosier, Director  
Sam Nejabat, Director

Secretary-Manager  
Carlene Moore  
Chief Executive Officer

22<sup>nd</sup> DAA Counsel  
Josh Caplan  
Office of the California Attorney General

## OUR GOALS

### **THE LENS**

*Treat the campuses of the fairgrounds as one ecosystem where all activities are complementary and aligned with the purpose, mission, vision and values of the San Diego County Fair & Event Center.*

### **BUSINESS PLAN**

*Acknowledging the short-term need to plan for fiscal recovery and stabilization, create a 5-to-10-year business plan that rebuilds a strong financial base, contemplates new business activities and partnerships, provides program accessibility, and leads to a thriving San Diego County Fair & Event Center.*

### **MASTER PLAN**

*Create an environmentally and fiscally responsible land use plan for the San Diego County Fair & Event Center, aligning with purpose, mission, vision, and values of the organization.*

### **COMMUNITY ENGAGEMENT**

*Incorporate community engagement within the Business Plan and Master Plan processes to enhance understanding and expand opportunities.*

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Persons wishing to attend the meeting and who may require special accommodations pursuant to the provisions of the Americans with Disabilities Act are requested to contact the office of the Chief Executive Officer, (858) 755-1161, at least five working days prior to the meeting to ensure proper arrangements can be made.

Items listed on this Agenda may be considered in any order, at the discretion of the chairperson. This Agenda, and all notices required by the California Bagley-Keene Open Meeting Act, are available at [www.delmarfairgrounds.com](http://www.delmarfairgrounds.com). Public comments on agenda items will be accepted during the meeting as items are addressed.



**22<sup>nd</sup> District Agricultural Association Board of Directors Meeting**  
**AGENDA**  
**March 12, 2024, at 1:30 p.m.**

1. **CALL TO ORDER** – PRESIDENT FREDERICK SCHENK  
All matters noticed on this agenda, in any category, **may be considered for action as listed**. Any items not so noticed may not be considered. Items listed on this agenda may be considered in any order, at the discretion of the Board President.
  
2. **ROLL CALL**
  
3. **CONSENT CALENDAR (ACTION ITEMS)**  
All matters listed under the Consent Calendar are operational matters about which the Board has governing policies, implementation of which is delegated to the CEO. They will be enacted in one motion. There will be no discussion of these items prior to the time the Board of Directors votes on the motion, unless members of the board, staff, or public request specific items to be discussed separately and/or removed from this section. Any member of the public who wishes to discuss Consent Calendar items should notify the Chair of the Board, at the time requested and be recognized by invitation of the Chair to address the Board.
  - **Minutes, Regular Meeting February 20, 2024** 5-9
  
4. **PUBLIC COMMENT**  
This item is for public comment on issues **NOT** on the current agenda. No debate by the Board shall be permitted on such public comments and no action will be taken on such public comment items at this time, as law requires formal public notice prior to any action on a docket item. Speaker's time is limited to **two** minutes and may be modified based on the number of public speakers. No speaker may cede their time to another speaker.
  
5. **EXECUTIVE REPORT (INFORMATIONAL)** – CEO Carlene Moore
  - **Operational Announcements**
    - Del Mar National Horse Show Presentation Verbal
    - Ag on a Grand Scale Presentation Verbal
    - Environmental Stewardship Presentation Verbal
    - RTA-SRTLTC Meeting on March 20, 2024 Verbal
  - **Construction Projects & Facilities Updates** Verbal
  - **Industry News & Updates**
    - Annual update on California Construction Authority JPA Verbal
  - **Review of Contracts Executed per CEO Delegation of Authority** 10-29
    - **Standard Agreements**  
24-004 Stornetta Livestock Services; 24-012 DRH and Company
    - **Individual Project Agreements (IPA) with California Construction Authority (CCA)**  
022-23-480875 Grandstand Fire Suppression System Repair; 022-23-495505 Surf & Turf Utility Meters

- **Entertainment Agreements**  
24-1084 Dialed Action Agency, LLC; 24-1085 Loren Smith; 24-1086 Bola Touring, Inc f/s/o Good Times Ahead; 24-1087 KM Creative Solutions; 24-1201 Stage Nine Design Facility; 24-1202 Stalls West, Inc.; 24-1203 San Diego Garden Railway Society
- **Judging Agreements**  
24-14J Chance Coulter; 24-15J Phil Gottsh; 24-16J Paul Duffield; 24-17J Del Cover; 24-18J Russ Filbeck; 24-19J Mark Stook; 24-20J Steffanie Dotson; 24-21J Kevin Sheehan; 24-22J Patrick Quinn; 24-23J Jim Simpson; 24-24J Robert Jacobson; 24-25J Dennis Fowler; 24-26J Don Owen; 24-27J David John; 24-28J Allen Lewis; 24-29J Mick Yarbrough; 24-30J Virgil Kruger; 24-31J Anita Amsberry; 24-32J Jim Strawn
- **Event Agreements**  
24-455 Just Between Friends; 24-456 IFMA San Diego; 24-457 Purdy Tree Farms; 24-458 Century Club of San Diego

6. **GENERAL BUSINESS**

- |                                                                                 |        |
|---------------------------------------------------------------------------------|--------|
| A. <b>Consideration and vote on Meeting Minutes of January 9, 2024</b> (Action) | 30-46  |
| B. <b>Comprehensive Policies Development &amp; Review</b>                       | 47-73  |
| • Introduce new draft policies (Informational)                                  |        |
| C. <b>Finance Committee Report</b> – Michael Gelfand, Chair (Informational)     | 74-79  |
| D. <b>Strategic Planning Committee Report</b> – Michael Gelfand, Chair          | Verbal |
| • Strategy Session scheduled for March 26, 2024 (Informational)                 |        |

7. **MATTERS OF INFORMATION**

- Correspondence 80-93

8. **CLOSED EXECUTIVE SESSION (NOT OPEN TO THE PUBLIC)**

Pursuant to the authority of Government Code section 11126(a), (b), and (e) the Board of Directors will meet in closed executive sessions. The purpose of these executive sessions is:

- A. To confer with and receive advice from legal counsel regarding potential litigation involving the 22nd DAA. Based on existing facts and circumstances, there is significant exposure to litigation against the 22nd DAA.
- B. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party.
- C. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Talley Amusements, Inc., et al., v 22nd District Agricultural Association, et al., San Diego County Superior Court, Case No. 37-2021-00032169.
- D. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Allen v. 22nd District Agricultural Association, et al., Case No. 37-2023-00004430.

9. **RECONVENE TO OPEN SESSION**

Report on actions, if any, taken by the Board in closed executive session.

10. **ADJOURNMENT**



22<sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION  
Board of Directors Meeting  
Del Mar Fairgrounds  
2260 Jimmy Durante Boulevard  
Del Mar, CA 92014  
**February 20, 2024**

**MINUTES**

*The following minutes are a summary of the Board action and proceedings. For a full transcript please click on the link below or visit the delmarfairgrounds.com website:*  
<https://www.delmarfairgrounds.com/p/public-information1>

**OFFICERS PRESENT**

Frederick Schenk, President  
Michael Gelfand, 1<sup>st</sup> Vice President (*via Zoom*)  
G. Joyce Rowland, 2<sup>nd</sup> Vice President

**DIRECTORS PRESENT**

Mark Arabo (*via Zoom*)  
Lisa Barkett  
Kathlyn Mead  
Don Mosier  
Sam Nejabat (*via Zoom*)

**OTHERS PRESENT**

Josh Caplan, Deputy Attorney General  
Carlene Moore, Chief Executive Officer  
Melinda Carmichael, Chief Administrative Officer  
Katie Mueller, Chief Operations Officer  
Tristan Hallman, Chief Communications Officer  
Donna O'Leary, Office Manager

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**CALL TO ORDER**

President Schenk called the meeting to order at 1:42 p.m. with a quorum present.

**ROLL CALL**

President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Mead, Mosier, and Nejabat were present.

**CONSENT CALENDAR**

PUBLIC COMMENT ON CONSENT CALENDAR (see pages 8-11 of transcript)  
Martha Sullivan, Lori Saldaña

Vice President Gelfand moved to pull the January 9 Board meeting minutes from the Consent Calendar for further discussion under General Business. Vice President Rowland seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Mead, Mosier, and Nejabat were all in favor and the motion carried 8-0.

Vice President Gelfand moved to approve the Consent Calendar without the January 9 meeting minutes. Director Mead seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Mead, Mosier, and Nejabat were all in favor and the motion carried 8-0.

## **GENERAL BUSINESS**

PUBLIC COMMENT ON MINUTES OF REGULAR MEETING ON JANUARY 9, 2024 (see pages 14-21 of transcript)  
Lori Saldaña, Martha Sullivan

Director Mead moved to table approval of the January 9, 2024 Board meeting minutes pending review of the meeting transcript. Director Barkett seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Mead, Mosier, and Nejabat were all in favor and the motion carried 8-0.

PUBLIC COMMENT ON NON-AGENDA ITEMS (see pages 24-32 of transcript)  
Lori Saldaña, Martha Sullivan, Ashley McCaughan, Carla Hayes, Laura DeMarco

## **EXECUTIVE REPORT**

### Operational Announcements

CEO Moore reported that as of February 1, 2024, Wave Volleyball is the sole volleyball operator on the District premises, with two locations. A month-to-month agreement was executed to ensure continuing operations until the Board had the opportunity to approve a new amendment to the existing multi-year rental agreement, REV-15-008-41 AM5, adding the second location and increasing rent. The agreement is in effect through August 31, 2025.

PUBLIC COMMENT ON ITEM 5.1 (see pages 34-36 of transcript)  
Martha Sullivan, Lori Saldaña

Director Mosier moved to approve REV-15-008-41 AM5. Vice President Gelfand seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Mead, Mosier, and Nejabat were all in favor and the motion carried 8-0.

### Industry News & Updates

The District was honored by the International Association of Fairs and Expositions (IAFE) and the Western Fairs Association (WFA) for the 2023 San Diego County Fair, taking home awards for photography, competitive exhibits, agricultural programs, marketing, community outreach efforts, and more. COO Mueller shared an abridged presentation

about community inclusion, which was originally presented in November at the IAFE convention.

#### Review of Contracts Executed per Delegation of Authority

CEO Moore clarified that:

- Standard Agreement 24-010 is at no cost to the District.
- Standard Agreement 24-906 is a rental agreement for \$4,048 per month.
- Event Agreements 24-448 and 24-449 reflect estimated hourly rates for use of meeting rooms at the Fairgrounds.

Contracts are listed on pages 33-119 of the Board packet.

### **GENERAL BUSINESS**

#### Finance Committee Report – Michael Gelfand, Chair

CEO Moore reviewed the financial reports on pages 120-125 of the Board packet.

#### Item 6-A-1: Consideration and vote on whether to approve the 2024 Capital Expenditures Budget

CEO Moore presented the proposed 2024 Capital Expenditures Budget, which includes investments in asphalt, roof repairs, Surfside, the stable area, the Grandstand, and repairs at Horsepark.

#### PUBLIC COMMENT ON ITEM 6-A-1 (see pages 64-68 of transcript)

Lori Saldaña, Martha Sullivan

Vice President Gelfand moved to approve the 2024 Capital Expenditures Budget. Director Mosier seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Mead, and Mosier were all in favor and the motion carried 7-0. Director Nejabat was absent for the vote.

#### Item 6-A-2: Consideration and vote on whether to approve the proposed Facility Rental Rates beginning in 2025

CEO Moore referred to the report on page 133 of the Board packet. The committee is recommending a five percent annual increase on facility rental rates.

#### PUBLIC COMMENT ON ITEM 6-A-2 (see pages 76-77 of transcript)

Martha Sullivan

Vice President Rowland proposed amending the rate increase to “up to” five percent annually for a period of three years, with the Board to revisit after three years.

Vice President Gelfand moved to approve increasing Facility Rental Rates by up to five percent annually for a period of three years, with the Board to revisit after three years. Director Barkett seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Mead, Mosier, and Nejabat were all in favor and the motion carried 8-0.

Item 6-B: Community and Government Relations Committee Report

Director Mosier reported that the committee met in January and welcomed new members. The committee now meets every other month. Report included on page 134 of the Board packet.

PUBLIC COMMENT ON ITEM 6-B (see pages 89-90 of transcript)

Lori Saldaña

Item 6-C: Fair Operations Committee Report

President Schenk reviewed the Grandstand entertainment lineup and the Summer Social events, that include community thought leaders, for the 2024 San Diego County Fair.

PUBLIC COMMENT ON ITEM 6-C (see page 92 of transcript)

Lori Saldaña

Item 6-D: Strategic Planning Committee Report

CEO Moore reviewed the report on page 138 of the Board packet and recommended that the Board set a date in March for a strategy session to discuss District initiatives.

Item 6-E-1: Consideration and vote on whether to approve exclusive negotiating rights agreement with the City of Del Mar related to exploring the use of a portion of the Fairgrounds for affordable housing

Director Mead reported that the Affordable Housing Ad-Hoc Committee met on February 8 and recommended entering into an agreement allowing the District to negotiate exclusively with the City of Del Mar to identify a suitable site for at least 61 affordable housing units and to work with state representatives to amend code and negotiate terms for leasing. The negotiating period would begin in April 2024 and continue for 24 months.

PUBLIC COMMENT ON ITEM 6-E-1 (see pages 108-111 of transcript)

Lori Saldaña, Martha Sullivan

Director Mead moved to enter into the exclusive negotiating rights agreement as presented with the City of Del Mar related to exploring the use of a portion of the Fairgrounds for affordable housing. Director Mosier seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Mead, Mosier, and Nejabat were all in favor and the motion carried 8-0.

Item 6-E-2: Consideration and vote on a resolution regarding the San Diego Association of Governments (SANDAG) LOSSAN Rail Realignment Project

Director Mead introduced the draft resolution on pages 159-161 of the Board packet affirming that the District opposes any railroad track realignment that would impact operational, economic, environmental, or planning needs at the Fairgrounds. The resolution states that the District's top public transportation priority is construction of a seasonal rail platform to reduce traffic around the Fairgrounds, and also notes that the District may not be able to serve as an affordable housing site for the City of Del Mar if railroad tracks are routed through District property.



PUBLIC COMMENT ON ITEM 6-E-2 (see pages 125-127 of transcript)  
Lori Saldaña, Martha Sullivan

Vice President Rowland proposed amending the resolution as presented to reflect the District's understanding that the rail realignment is necessary. Director Mead moved to approve the resolution regarding the SANDAG LOSSAN Rail Realignment Project with the suggested amendment. Vice President Gelfand seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Mead, Mosier, and Nejabat were all in favor and the motion carried 8-0.

Item 6-F: Consideration and vote to extend Workers' Compensation insurance coverage to volunteers, including members of the Board of Directors, while performing their volunteer work for the 22nd District Agricultural Association

CEO Moore recommended extending Workers' Compensation to cover volunteers of the District, including Board members, performing work on behalf of the District.

PUBLIC COMMENT ON ITEM 6-F (see page 133 of transcript)  
Lori Saldaña, Martha Sullivan

Director Mead moved to approve extending Workers' Compensation insurance coverage to District volunteers, including Board members. Director Mosier seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Mead, Mosier, and Nejabat were all in favor and the motion carried 8-0.

**MATTERS OF INFORMATION**

Correspondence can be found on pages 164-203 of the Board packet.

**RECESS TO CLOSED EXECUTIVE SESSION**

The Board recessed to Executive Session at 4:36 p.m.

**RECONVENE TO OPEN SESSION**

The Board reconvened to Open Session at 6:31 p.m. President Schenk stated that there was nothing to report from the closed session.

**ADJOURNMENT**

There being no further business to discuss, President Schenk adjourned the meeting at 6:32 p.m.

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Carlene Moore  
Chief Executive Officer

**ITEM 5 - EXECUTIVE REPORT**

March 2024

**CONTRACT APPROVALS**

**Review of Contracts to be Executed per Delegated Authority**

**Expense Contracts per Delegated Authority**

<b>Standard Agreements up to \$50,000</b>						
<b>Contract #</b>	<b>Contractor</b>	<b>Purpose</b>	<b>Acquisition Method</b>	<b>Effort Type</b>	<b>Term</b>	<b>Not to Exceed</b>
24-004	Stornetta Livestock	Livestock Coordinator	Categorical Exemption	Fair	2/15/24 - 8/31/24	\$34,300.00
24-012	DRH and Company	Records Management	Categorical Exemption	Year Round	2/15/24 - 12/31/24	\$45,000.00

<b>Individual Project Agreements (IPA) with California Construction Authority (CCA)</b>			
<b>Contract #</b>	<b>Purpose</b>	<b>Dates</b>	<b>Not to Exceed</b>
022-23-480875	Grandstand Fire Suppression System Repair	12/25/23 - 2/28/25	\$ 37,650.00
022-23-495505	Surf & Turf Utility Meters	12/25/23 - 12/25/25	\$ 65,850.00

**Entertainment Contracts up to \$500,000**

<b>Paddock Entertainment: Categorical Exemption</b>				
<b>Contract #</b>	<b>Entertainer/Agency</b>	<b>Summary / Genre</b>	<b>Performance Date</b>	<b>Amount</b>
24-1086	Bola Touring, Inc f/s/o Good Times Ahead	Electronic Fridays	6/28/2024	\$ 19,000.00

<b>Grounds Entertainment: Categorical Exemption</b>			
<b>Contract #</b>	<b>Entertainer/Agency</b>	<b>Summary/Genre</b>	<b>Amount</b>
24-1084	Dialed Action Agency, LLC	Arena Entertainment	\$ 22,085.00
24-1085	Loren Smith	Ground Stage Entertainment	\$ 15,000.00
24-1087	KM Creative Solutions	Grounds Entertainment	\$ 25,000.00

<b>Other Entertainment: Categorical Exemption</b>				
<b>Contract #</b>	<b>Entertainer/Agency</b>	<b>Purpose</b>	<b>Term</b>	<b>Amount</b>
24-1201	Stage Nine Design Facility	Exhibition for the Theme Exhibit	4/22-4/24/24 and 7/7/24	\$ 85,000.00
24-1202	Stalls West, Inc.	Stalls for the Let's Go To The Show exhibit	6/12/24 - 6/23/24	\$ 15,000.00
24-1203	San Diego Garden Railway Society	Install and maintain a model train exhibit	6/12/24 - 7/7/24	\$ 8,000.00

<b>Judging Agreements: Categorical Exemption</b>					
<b>Contract #</b>	<b>Judge</b>	<b>Purpose</b>	<b>Effort Type</b>	<b>Term</b>	<b>Amount</b>
24-14J	Chance Coulter	Design In Wood judge	Fair	5/22/2024	\$ 200.00
24-15J	Phil Gottsh	Design In Wood judge	Fair	5/22/2024	\$ 200.00
24-16J	Paul Duffield	Design In Wood judge	Fair	5/22/2024	\$ 200.00
24-17J	Del Cover	Design In Wood judge	Fair	5/22/2024	\$ 200.00
24-18J	Russ Filbeck	Design In Wood judge	Fair	5/22/2024	\$ 200.00
24-19J	Mark Stook	Design In Wood judge	Fair	5/22/2024	\$ 200.00
24-20J	Steffanie Dotson	Design In Wood judge	Fair	5/22/2024	\$ 200.00
24-21J	Kevin Sheehan	Design In Wood judge	Fair	5/22/2024	\$ 200.00
24-22J	Patrick Quinn	Design In Wood judge	Fair	5/22/2024	\$ 200.00
24-23J	Jim Simpson	Design In Wood judge	Fair	5/22/2024	\$ 200.00
24-24J	Robert Jacobson	Design In Wood judge	Fair	5/22/2024	\$ 200.00
24-25J	Dennis Fowler	Design In Wood judge	Fair	5/22/2024	\$ 200.00
24-26J	Don Owen	Design In Wood judge	Fair	5/22/2024	\$ 200.00
24-27J	David John	Design In Wood judge	Fair	5/22/2024	\$ 200.00
24-28J	Allen Lewis	Design In Wood judge	Fair	5/22/2024	\$ 200.00
24-29J	Mick Yarbrough	Design In Wood judge	Fair	5/22/2024	\$ 200.00
24-30J	Virgil Kruger	Design In Wood judge	Fair	5/22/2024	\$ 200.00
24-31J	Anita Amsberry	Design In Wood judge	Fair	5/22/2024	\$ 200.00
24-32J	Jim Strawn	Design In Wood judge	Fair	5/22/2024	\$ 200.00

**Revenue Contracts up to \$250,000 and less than one year**

<b>Event Agreements</b>				
<b>Contract #</b>	<b>Licensee</b>	<b>Event Name</b>	<b>Term</b>	<b>Rental Fee</b>
24-455	Just Between Friends	Clothing Consignment Sale	10/1/24 - 10/7/24	\$ 13,530.00
24-456	IFMA San Diego	IFMA San Diego	10/2/2024	\$ 6,000.00
24-457	Purdy Tree Farms	Christmas Tree Sales	11/18/24 - 12/19/24	\$ 9,000.00
24-458	Century Club of San Diego	Farmers Open Parking	1/21/25 - 1/24/25	\$ 9,000.00

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>24-004</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>GL#:600100-60, 650100-60</b>
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME  
Stornetta Llvestock Services

2. The term of this Agreement is:

START DATE  
January 15, 2024

THROUGH END DATE  
August 31, 2024

3. The maximum amount of this Agreement is:  
\$34,300.00  
Thirty Four Thousand Three Hundred Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	General Terms and Conditions (April 2017)	4
+ - Exhibit D	Special Terms & Conditions	5
+ - Exhibit D, Attachment I	Insurance Requirements	4
+ - Exhibit E	Preventing Storm Water Pollution	1
+ - Exhibit F	22nd DAA Resource Conservation Policy	1

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

*These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
Stornetta Llvestock Services

CONTRACTOR BUSINESS ADDRESS 4901 Gravenstein Highway North	CITY Sebastopol	STATE CA	ZIP 95472
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PRINTED NAME OF PERSON SIGNING Dawn Stornetta	TITLE Owner
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>24-004</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>GL#:600100-60, 650100-60</b>
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A**  
**SCOPE OF WORK**

**I. SERVICES OVERVIEW**

- A. Stornetta Livestock Services, hereinafter referred to as “Contractor”, shall provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as “District”, management and data entry of all Livestock *ShoWorks* functions.
- B. Services shall be performed both remotely and onsite at the District, located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014. Contractor shall ensure that any District staff assigned to this project does not work outside normal business hours or incur overtime to complete the tasks outlined in this Agreement.
- C. Contractor shall provide services for Eight (8) months from January through August, during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, with the exception of the month of May when weekends may be required. Contractor shall work onsite from June 11 through July 7 and intermittently thereafter as requested by the District.
- D. The Project Representatives for the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association		Stornetta Livestock Services	
Name:	Rachelle Weir, Director of Agriculture, Arts and Education	Name:	Dawn Stornetta, Owner
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	4901 Gravenstein Highway North Sebastopol, California 95472
Phone:	(858) 755-1161 Ext. 4211	Phone:	(707) 217-5808
Email:	<a href="mailto:rweir@sdfair.com">rweir@sdfair.com</a>	Email:	<a href="mailto:dlstornetta@gmail.com">dlstornetta@gmail.com</a>

Either the District or Contractor may change Project Representatives upon providing written notice to the other party at least ten (10) business days in advance. Said changes shall not require an Amendment to this Agreement.

**II. WORK TO BE PERFORMED**

**A. Project Management and Administration**

- 1. Contractor shall be responsible for the performance of tasks and for the preparation of deliverables as specified in this Exhibit A.
- 2. Contractor shall provide data entry services in all aspects of livestock and Student Showcase exhibits.
- 3. Contractor shall provide all technical and administrative services as needed for Agreement completion, including monitoring, supervising and reviewing all work performed.

4. Contractor shall coordinate budgeting and scheduling to ensure that the Agreement is completed on schedule, within budget and in accordance to approved procedures, applicable laws and regulation through Agreement term.
5. Contractor shall ensure Agreement requirements are met through completion of reports submitted to the District and through regular communication with the District. The reports shall describe activities undertaken and accomplishments of each task, milestones achieved and any problems encountered in the performance of the work under this Agreement.
6. Contractor shall provide all necessary equipment while working offsite at Contractor's own expense, including but not limited to computer, printer and internet connection.
7. District will provide an email address to access and communicate information as well as provide remote access to enable Contractor to work offsite to facilitate Contractor's services under this Agreement.
8. District will provide Contractor with remote access to Livestock computer for access to District computer drives and *ShoWorks* program.
9. District will provide lodging in the form of a trailer parked onsite in the stable area at no additional cost to Contractor. District will reimburse Contractor for mileage originating from Contractor's location, stated in this Agreement, to the District at the 2024 Personal Vehicle Mileage Reimbursement Rate published by the California Department of Human Resources (CalHR) or airfare and standard or lower sized car rental. Contractor must provide proof of purchase of flight and/or car rental and attach to monthly invoice for District consideration for reimbursement. District shall not be responsible for paying any travel that is not accompanied by a receipt and/or in excess of ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00).

## B. Tasks

Contractor shall be responsible for completion of the following:

### 1. **Pre-Fair**

#### a. Daily Entries

- (1) Check each LIVE database and download entries
- (2) Ensure all duplicate entries are removed
- (3) Correct misspellings and grammar from entries
- (4) Check *Fairvault*, as applicable
  - (a) Ensure uploaded images are completed correctly
  - (b) Ensure accuracy for images uploaded
  - (c) Contact exhibitors via email/phone, as needed

- (5) Keep record of how many entries are submitted each day
  - (6) Keep a portable document format (pdf)/pdf booklet of entries
  - (7) Maintain knowledge of entry deadlines
    - (a) Be prepared to extend deadlines through *ShoWorks*, as directed by the District
- b. Daily Support
- (1) Email and voicemail
    - (a) Check email/voicemail throughout the day for report requests from coordinators and staff
    - (b) Check email and voice messages from customers regarding *ShoWorks*
    - (c) Answer promptly and as accurately as possible
    - (d) Guide exhibitors through the entry process in *ShoWorks*
    - (e) Guide exhibitors through the upload process in *Fairvault*
  - (2) Update report templates as needed through *ShoWorks* and/or *ShoWorks Access Companion*
- c. Weekly Reports
- (1) Create overall Division and Department reports as well as weekly entry reports
    - (a) Distribute to District Coordinator, Assistant Coordinator(s) and appropriate District staff via email
  - (2) Keep track of weekly downloads utilizing one (1) Microsoft Excel worksheet per contest and double check to ensure accuracy
- d. Staff Reports
- (1) Create a weekly (or daily if deemed necessary by District) update of all data entry happenings/needs and send to Agriculture, Arts and Education Director and District Coordinators
- e. Monthly Report
- (1) Create a backup of custom report templates by the first Wednesday of each month and make available to District personnel
  - (2) Check database two (2) times per week to ensure it is working properly
- f. Entry Delivery
- (1) Become a subject matter expert of all entry delivery dates within two (2) weeks of contract commencement  
Determine and create support materials for each sub-department's entry delivery and check for accuracy
    - (a) Check-in sheets and/or labels utilizing *ShoWorks/Excel/Word*
    - (b) Assist District Coordinators with other requests and needs
    - (c) Assist exhibitors with any last-minute questions and/or issues
  - (2) Identify judging dates and/or any date changes for any and all contests
  - (3) Prepare support materials such as reports, spreadsheets and labels per District Coordinator and/or District staff request



- (a) Each department's needs will be different and some more complex than others
- (b) Prioritize requests and communicate with District Coordinators as to when support will be provided
- (4) Input pre/tier one (1) judging results into each *ShoWorks* database, as appropriate, and ensure accuracy
  - (a) Request staff assistance to double-check each result entered
  - (b) Ensure all *Fairvalut* images, records and various information import correctly into *ShoWorks*
- g. Judging
  - (1) Check for entries for department and one-day contests and download exhibitor information, if necessary
  - (2) Print labels, judges' check-in sheets and other support materials, when applicable
  - (3) Input contest results into *ShoWorks/Fairvault* ensuring accuracy
  - (4) Create contest results reports in various formats for publishing online on the SDCF webpage as well as pdf formats to send to exhibitors, District Coordinators and staff

## **2. During Fair (June 12 through July 7, 2024)**

- a. Daily Support
  - (1) Respond to voicemails and emails from Fair Exhibitors, District Coordinators and District staff
- b. Provide support for various departments, including physical assistance, if help is needed
  - (1) Create and print check-in sheets and labels, as needed
- c. Livestock Auction ("Auction")
  - (1) Discuss with Livestock Coordinator/Superintendent how Auction will function in *ShoWorks* prior to live auction.
  - (2) Assist with inputting Auction results live into *ShoWorks*
    - (a) Determine the type of sale that is taking place and the different methodologies used to input into the database. Identify the difference between Regular, Self-hauls, "Sell to Packers" and Donated sales, and how to handle each type.
- d. Check for accuracy
  - (1) Ensure Corona Cattle, Inc. (CCI) prices for cattle and other animals are correct
  - (2) Ensure paperwork and fees are collected from exhibitor on all scratched animals

## **3. Post-Fair/Auction**

- a. Identify Division and Livestock winners of monetary awards

- (1) Create financial reports, save a copy in *ShoWorks* and distribute to District's Finance department
- b. Work with District on payout
  - (1) Print both Premium (Open/Market) and Auction checks
  - (2) Coordinate with District's Finance Department in case of necessary voids, duplicates or discrepancies
  - (3) Create copies of checks and check roster
  - (4) Work with District's Assistant Coordinators on check distribution
- c. Create final reports and send to District Coordinator, Director and other appropriate personnel as determined by the District

d. Deliverables and Schedule

<b>Deliverable</b>	<b>Due Date</b>
Daily, Weekly, Monthly and Staff Reports	February 29, 2024
Daily, Weekly, Monthly and Staff Reports	March 29, 2024
Daily, Weekly, Monthly and Staff Reports	April 30, 2024
Daily, Weekly, Monthly and Staff Reports	May 31, 2024
Final Report	July 31, 2024

- e. Follow-ups
  - (1) Make sure that all buyer payments were collected for the Junior Livestock Auction.
  - (2) Assist with processing refunds as needed.
  - (3) Provide recommendations for the 2025 Student Showcase and Livestock competition guide (entry materials) and ShoWorks functions.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>24-012</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>GL Account #: 600100-00</b>
-----------------------------------	-------------------------------------------------------------------------------

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME  
DRH and Company

2. The term of this Agreement is:

START DATE  
March 1, 2024

THROUGH END DATE  
December 31, 2024

3. The maximum amount of this Agreement is:  
\$45,000.00  
Forty Five Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	General Terms and Conditions (April 2017)	4
+ - Exhibit D	Special Terms & Conditions	5
+ - Exhibit D, Attachment I	Insurance Requirements	4
+ - Exhibit E	Preventing Storm Water Pollution	1
+ - Exhibit F	22nd DAA Resource Conservation Policy	1

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

*These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
DRH and Company

CONTRACTOR BUSINESS ADDRESS 7296 Evergreen Lane	CITY Borwns Valley	STATE CA	ZIP 95918
----------------------------------------------------	-----------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING D. Robin Hauck	TITLE Owner
--------------------------------------------------	----------------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-012	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600100-00
----------------------------	------------------------------------------------------------------------

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A  
SCOPE OF WORK**

**1. SERVICES OVERVIEW**

- A. DRH and Company, hereinafter referred to as the (“Contractor”), agrees to provide to the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as (“District”), with services as described herein:

The Contractor shall provide **records management consulting services**.

- B. The services shall be performed at the District’s two offsite storage facilities located at the following address and on site at 2260 Jimmy Durante Blvd. Del Mar, CA 92014:
- a. Corodata, 12375 Kerran Street, Poway, CA 92064
  - b. Iron Mountain, 5455 Kearny Villa Road, San Diego, CA 92123
- C. The services shall be provided during February through April 2024 during regular business hours at \$50 per hour. Contractor shall ensure that any staff assigned to this project does not work outside normal business hours, or incur overtime to complete the tasks outlined in this Agreement.
- D. Contractor shall provide “all inclusive” rates including all wages, allowances supervision, insurance(s), material, labor, taxes, certificate, license related, equipment or any other related services required to execute the Scope of Work contained herein.
- E. The Project Representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association	DRH and Company
Name: Donna M. O’Leary, Office Manager	Name: D. Robin Hauck, Owner
Address: 2260 Jimmy Durante Blvd Del Mar, CA 92014	Address: 7296 Evergreen Lane Browns Valley, CA 95918
Phone: 858-792-4490	Phone: 530-559-2714
e-mail: <a href="mailto:doleary@sdfair.com">doleary@sdfair.com</a>	e-mail: <a href="mailto:drhauck3@gmail.com">drhauck3@gmail.com</a>

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

**2. WORK TO BE PERFORMED BY CONTRACTOR:**

- A. Review and Identification
- a. Review and identify all physical records stored at offsite facilities, and all physical records stored on site, including but not limited to, the Administration building and Human Resources complexes, the warehouse and Grandstand, to determine the following categories:
    - i. Which records should be retained applying CDFA master destruction schedule and best management practices of seven years from most recent audit year.

**EXHIBIT A  
SCOPE OF WORK**

- ii. Which records should be stored for historical reference.
  - iii. Which records can be disposed of and proper method for disposal.
  - iv. Identify each category of record above with easy-to-distinguish labels.
- B. Develop an inventory list according to each category of record identified.
- C. Assist with the development of a procedure and a records retention schedule to update records and provide guidelines for disposal that comply with records retention policies.

**3. DISTRICT RESPONSIBILITIES:**

- A. The District will provide:
- a. Known record inventories
  - b. Assistance with location of the records on site
  - c. Final approval of records for disposal.

B. Travel Plan

In order to carry out services provided in this Agreement, Contractor will travel no more frequently than monthly to San Deigo. The Contractor shall be reimbursed for all actual food and lodging during these trips based on the state's per diem rate published by the California Department of Human Resources (CalHR). Travel expenses including Hotel, meals, airfare, car rental, mileage, originating from Contractor's location stated in this Contract, to the site locations. The total amount allocated for travel, including booking through the District or reimbursement from contractor's booking, shall not exceed Twenty Thousand Dollars (\$20,000.00)

**4. REPORT AND DELIVERABLES:**

<b>Deliverable</b>	<b>Due Date</b>
Complete review of the document/records	December 31, 2024
Provide Inventory list: Retention Report, , Disposal Report, and Historical Report.	December 31, 2024
Provide procedure and records retention schedule	December 31, 2024



California Construction Authority  
1776 Tribute Road Suite 220  
Sacramento, California 95815  
Phone: (916) 263-6100

**Project:** 022-23-480875 - Del Mar Grandstands Fire Suppression System Repair  
2260 Jimmy Durante Blvd..  
Del Mar, California 92014  
Phone: 858-792-4202

# Funding Contract 1

## Del Mar Grandstand Fire Suppression System Repair

<b>FUNDING SOURCE:</b>	22nd District Agricultural Association 2260 Jimmy Durante Blvd. Del Mar, California 92014	<b>CONTRACTOR:</b>	California Construction Authority 1776 Tribute Road, Suite 220 Sacramento, California 95815
<b>ARCHITECT/ENGINEER:</b>		<b>DATE CREATED:</b>	12/12/2023
<b>CONTRACT STATUS:</b>	Approved	<b>CREATED BY:</b>	Krystal Toledo ( <b>California Construction Authority</b> )
<b>EXECUTED:</b>	No	<b>DEFAULT RETAINAGE:</b>	0.0%
<b>START DATE:</b>	12/25/2023	<b>SIGNED CONTRACT RECEIVED DATE:</b>	
<b>SUBSTANTIAL COMPLETION DATE:</b>		<b>ORIGINAL SUBSTANTIAL COMPLETION DATE:</b>	
<b>ESTIMATED COMPLETION DATE:</b>	02/28/2025	<b>ACTUAL COMPLETION DATE:</b>	

### DESCRIPTION:

**22nd DAA San Diego County Fair  
Del Mar Grandstands Fire Suppression Repair  
CCA Project # 022-23-480875**

This Individual Project Agreement (“IPA”) is entered into this **28th Day of November 2023** by and between the California Construction Authority (“CCA”), a joint powers authority, and the **22nd DAA San Diego County Fair** (“Fair”). CCA and Fair are referred to as the “parties” and individually referred to as a “party.”

Whereas CCA and Fair desire to enter into this IPA to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

1. Master Project Agreement Incorporated. All terms and conditions of the Master Project Agreement between the parties dated August 17, 2016, will be incorporated herein by this reference.
2. Scope of Services. CCA shall perform the services and work outlined in the Scope of Services (“Services”), attached hereto as Exhibit “A” and incorporated herein, for the identified project (“Project”).
3. Not to Exceed Amount. Payment by Fair under this IPA shall not exceed the amount of **Thirty-Seven Thousand, Six Hundred Fifty and 00/100 Dollars (\$37,650.00)**. Or as later modified in writing between the parties.
4. Project Budget; CCA Fees. The Project Budget Outline, including CCA fees, is attached as Exhibit “B” and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Project Budget Outline.
5. Project Budget Funds. Fair shall place the Project Budget funds into the Project Fund Account held by CCA. CCA shall administer the Project Fund Account in accordance with the terms of this IPA and CCA policy.

Fair shall forward the following funds to CCA for the Project Fund Account:  
**Thirty-Seven Thousand, Six Hundred Fifty and 00/100 Dollars (\$37,650.00).**

CCA shall provide Fair with accounting reports of Project funds after the project following reconciliation or upon request of the Fair if required.

1. Approvals by Fair.

CCA will request Fair approval of the Project at the following milestones:



# Funding Contract 1

1. Fair to approve the awarded construction contract following the CCA procurement process and before construction commences.
2. Fair to approve payments to the Project contractor(s) before CCA makes payments.
3. Termination. Either party may terminate this IPA by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this IPA, the Fair shall compensate Authority, in accordance with the Project Budget, for all Services performed before termination, including compensation for all non-revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

The Fair's designated project is the **Del Mar Grandstands Fire Suppression Repair**. The project site is at the **22nd DAA San Diego County Fair** at 2260 Jimmy Durante Blvd. Del Mar, CA 92014 ("Fair").

## SCOPE OF WORK

The project scope of work is presented below:

1. Replace (1) Kidde Aegis Fire Suppression Control Panel (FSCP) in the AV Room
2. Replace (1) Kidde Aegis Fire Suppression Control Panel (FSCP) in the AT&T Room.
3. Replace Kidde Pilot and Discharge in Telecom Rm, IT Room, Audio Room, Video Room, and Cabello Hall.
4. Complete Five-Year Pre-Action Sprinkler inspection as required by NFPA 25 – 2016.

The performance of CCA's scope of services inures to the benefit of the Fair. To accomplish these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this IPA. Therefore, the Fair agrees to reimburse CCA for all costs and expenses incurred in connection with the Project or arising out of the performance of this IPA, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CCA. The Fair shall not reimburse CCA for costs and expenses incurred as a result of CCA's sole, active negligence or willful misconduct.

Should a dispute arise, and either party is required to institute any action or to proceed to enforce any provision of this IPA or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the such prevailing party in connection with such action or proceeding. CCA will take no further action until the Fair accepts the terms and conditions of this IPA. CCA represents and warrants that it has the statutory and/or legal authority to enter contracts with general contractors for the express and specific purpose of performing the work identified in the IPA. CCA further represents and warrants that it has the statutory and/or legal authority to enter this IPA with the Fair.

Items not included in the proposal are any permits or fees for services required by other governmental agencies or public or private entities. CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair. The administration fee comprises project management and inspection fees (scope of services).

The total project management fees are **Thirty-Seven Thousand, Six Hundred Fifty and 00/100 Dollars (\$37,650.00)**, stated below. Please note the breakout of the allocation of fee costs and conditions; see Exhibit B or schedule of values.

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### INCLUSIONS:

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### ATTACHMENTS:

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### TERMS & CONDITIONS:

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### SCOPE OF WORK:

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#	Budget Code	Description	Amount
1	01-100.4. CON Construction Contract.4. Construction	Construction Contract	\$25,000.00
2	01-110-10.1. DD Design Contingency.1. Design Development	Design Contingency	\$250.00



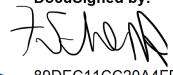


# Funding Contract 1

#	Budget Code	Description	Amount
3	01-110-20.2. CD Construction Contingency.2. Construction Development	Construction Contingency	\$250.00
4	01-110-20.3. BD Construction Contingency.3. Bid Development	Construction Contingency	\$125.00
5	01-110-20.4. CON Construction Contingency.4. Construction	Construction Contingency	\$2,500.00
6	01-140-10.1. DD Construction Project Management Fees (%).1. Design Development	Construction Project Management Fees (%)	\$500.00
7	01-140-10.2. CD Construction Project Management Fees (%).2. Construction Development	Construction Project Management Fees (%)	\$500.00
8	01-140-10.3. BD Construction Project Management Fees (%).3. Bid Development	Construction Project Management Fees (%)	\$250.00
9	01-140-10.4. CON Construction Project Management Fees (%).4. Construction	Construction Project Management Fees (%)	\$1,750.00
10	01-230-10.1. DD Plan Review.1. Design Development	Plan Review	\$1,000.00
11	01-230-10.2. CD Plan Review.2. Construction Development	Plan Review	\$1,000.00
12	01-230-10.3. BD Plan Review.3. Bid Development	Plan Review	\$125.00
13	01-230-10.4. CON Plan Review.4. Construction	Plan Review	\$500.00
14	01-230-30.4. CON Inspections - Construction.4. Construction	Inspections - Construction	\$500.00
15	01-230-40.2. CD Inspections - Special.2. Construction Development	Inspections - Special	\$125.00
16	01-230-40.4. CON Inspections - Special.4. Construction	Inspections - Special	\$2,400.00
17	01-240-10.1. DD Travel.1. Design Development	Travel	\$125.00
18	01-240-10.2. CD Travel.2. Construction Development	Travel	\$125.00
19	01-240-10.3. BD Travel.3. Bid Development	Travel	\$125.00
20	01-240-10.4. CON Travel.4. Construction	Travel	\$250.00
21	01-240-20.1. DD Reproduction / Printing.1. Design Development	Reproduction / Printing	\$62.50
22	01-240-20.2. CD Reproduction / Printing.2. Construction Development	Reproduction / Printing	\$62.50
23	01-240-20.3. BD Reproduction / Printing.3. Bid Development	Reproduction / Printing	\$62.50
24	01-240-20.4. CON Reproduction / Printing.4. Construction	Reproduction / Printing	\$62.50
<b>Grand Total:</b>			<b>\$37,650.00</b>

**22nd District Agricultural Association**  
 2260 Jimmy Durante Blvd.  
 Del Mar, California 92014

**California Construction Authority**  
 1776 Tribute Road, Suite 220  
 Sacramento, California 95815

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12/27/2023

**SIGNATURE**

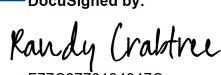
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2/22/2024

**SIGNATURE**

**DATE**





California Construction Authority  
1776 Tribute Road Suite 220  
Sacramento, California 95815  
Phone: (916) 263-6100

# Funding Contract 1

Project: 022-23-495505 - Del Mar Surf & Turf Utility Meters  
2260 Jimmy Durante Blvd  
Del Mar, California 92014  
Phone: 858.792.4203

## Del Mar Surf & Turf Utility Meters IPA

<b>FUNDING SOURCE:</b>	22nd District Agricultural Association 2260 Jimmy Durante Blvd. Del Mar, California 92014	<b>CONTRACTOR:</b>	California Construction Authority 1776 Tribute Road, Suite 220 Sacramento, California 95815
<b>ARCHITECT/ENGINEER:</b>		<b>DATE CREATED:</b>	12/12/2023
<b>CONTRACT STATUS:</b>	Approved	<b>CREATED BY:</b>	Krystal Toledo ( <b>California Construction Authority</b> )
<b>EXECUTED:</b>	No	<b>DEFAULT RETAINAGE:</b>	0.0%
<b>START DATE:</b>	12/25/2023	<b>SIGNED CONTRACT RECEIVED DATE:</b>	
<b>SUBSTANTIAL COMPLETION DATE:</b>		<b>ORIGINAL SUBSTANTIAL COMPLETION DATE:</b>	
<b>ESTIMATED COMPLETION DATE:</b>	12/25/2025	<b>ACTUAL COMPLETION DATE:</b>	

**DESCRIPTION:**

**22nd DAA San Diego County Fair  
Del Mar Surf & Turf Utility Meters  
CCA Project # 022-23-495505**

This Individual Project Agreement (“IPA”) is entered into this **28th Day of November 2023** by and between the California Construction Authority (“CCA”), a joint powers authority, and the **22nd DAA San Diego County Fair** (“Fair”). CCA and Fair are referred to as the “parties” and individually referred to as a “party.”

Whereas CCA and Fair desire to enter into this IPA to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

1. Master Project Agreement Incorporated. All terms and conditions of the Master Project Agreement between the parties dated August 17, 2016, will be incorporated herein by this reference.
2. Scope of Services. CCA shall perform the services and work outlined in the Scope of Services (“Services”), attached hereto as Exhibit “A” and incorporated herein, for the identified project (“Project”).
3. Not to Exceed Amount. Payment by Fair under this IPA shall not exceed the amount of **Sixty-Five Thousand, Eight Hundred Fifty and 00/100 Dollars (\$65,850.00)**. Or as later modified in writing between the parties.
4. Project Budget; CCA Fees. The Project Budget Outline, including CCA fees, is attached as Exhibit “B” and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Project Budget Outline.
5. Project Budget Funds. Fair shall place the Project Budget funds into the Project Fund Account held by CCA. CCA shall administer the Project Fund Account in accordance with the terms of this IPA and CCA policy.

Fair shall forward the following funds to CCA for the Project Fund Account:  
**Sixty-Five Thousand, Eight Hundred Fifty and 00/100 Dollars (\$65,850.00).**

CCA shall provide Fair with accounting reports of Project funds after the project following reconciliation or upon request of the Fair if required.

1. Approvals by Fair.

CCA will request Fair approval of the Project at the following milestones:



# Funding Contract 1

1. Fair to approve the awarded construction contract following the CCA procurement process and before construction commences.
2. Fair to approve payments to the Project contractor(s) before CCA makes payments.
3. Termination. Either party may terminate this IPA by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this IPA, the Fair shall compensate Authority, in accordance with the Project Budget, for all Services performed before termination, including compensation for all non-revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement

## EXHIBIT "A" SCOPE OF SERVICES

The Fair's designated project is the **Del Mar Surf & Turf Utility Meters**. The project site is at the **22nd DAA San Diego County Fair at 2260 Jimmy Durante Blvd. Del Mar, CA 92014** ("Fair").

### SCOPE OF WORK

- The project scope of work is presented below:

Provide engineering, plan review and inspection for the installation of Wi-Fi enabled utility meters at the following locations.

Big Dirt Lot  
 Del Mar Golf Group (Driving Range and Pelly's Mini-Golf)  
 GolfMart (retail store)  
 Wave Volleyball  
 Surf & Turf Tennis  
 Noonan Swim School  
 Fairgrounds Volleyball  
 Surf & Turf RV Park

The above scope of work is provided as an overview. All bidding and work to be based on job walk.

The Bidder is required to possess a qualified California Contractors **C-20 License**, that is active and in good standing at the time of the bid opening and remain so throughout the duration of Contract. All specialize skills, i.e., welding, specialized hardware, etc. to be conducted by personnel with applicable qualifications and license.

The performance of CCA's scope of services inures to the benefit of the Fair. To accomplish these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this IPA. Therefore, the Fair agrees to reimburse CCA for all costs and expenses incurred in connection with the Project or arising out of the performance of this IPA, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CCA. The Fair shall not reimburse CCA for costs and expenses incurred as a result of CCA's sole, active negligence or willful misconduct.

Should a dispute arise, and either party is required to institute any action or to proceed to enforce any provision of this IPA or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the such prevailing party in connection with such action or proceeding. CCA will take no further action until the Fair accepts the terms and conditions of this IPA. CCA represents and warrants that it has the statutory and/or legal authority to enter contracts with general contractors for the express and specific purpose of performing the work identified in the IPA. CCA further represents and warrants that it has the statutory and/or legal authority to enter this IPA with the Fair.

Items not included in the proposal are any permits or fees for services required by other governmental agencies or public or private entities. CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair. The administration fee comprises project management and inspection fees (scope of services).

The total project management fees are **Sixty-Five Thousand, Eight Hundred Fifty and 00/100 Dollars (\$65,850.00)**.

Please note the breakout of the allocation of fee costs and conditions; see Exhibit B or schedule of values.

---

### INCLUSIONS:



# Funding Contract 1

**ATTACHMENTS:**
**TERMS & CONDITIONS:**
**SCOPE OF WORK:**

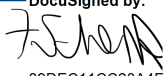
#	Budget Code	Description	Amount
1	01-100.4. CON Construction Contract.4. Construction	Construction Contract	\$45,000.00
2	01-110-10.1. DD Design Contingency.1. Design Development	Design Contingency	\$450.00
3	01-110-10.3. BD Design Contingency.3. Bid Development	Design Contingency	\$225.00
4	01-110-20.2. CD Construction Contingency.2. Construction Development	Construction Contingency	\$450.00
5	01-110-20.4. CON Construction Contingency.4. Construction	Construction Contingency	\$4,500.00
6	01-140-10.1. DD Construction Project Management Fees (%).1. Design Development	Construction Project Management Fees (%)	\$900.00
7	01-140-10.2. CD Construction Project Management Fees (%).2. Construction Development	Construction Project Management Fees (%)	\$900.00
8	01-140-10.3. BD Construction Project Management Fees (%).3. Bid Development	Construction Project Management Fees (%)	\$450.00
9	01-140-10.4. CON Construction Project Management Fees (%).4. Construction	Construction Project Management Fees (%)	\$3,150.00
10	01-230-10.1. DD Plan Review.1. Design Development	Plan Review	\$1,800.00
11	01-230-10.2. CD Plan Review.2. Construction Development	Plan Review	\$1,800.00
12	01-230-10.3. BD Plan Review.3. Bid Development	Plan Review	\$225.00
13	01-230-10.4. CON Plan Review.4. Construction	Plan Review	\$900.00
14	01-230-30.4. CON Inspections - Construction.4. Construction	Inspections - Construction	\$900.00
15	01-230-40.2. CD Inspections - Special.2. Construction Development	Inspections - Special	\$225.00
16	01-230-40.4. CON Inspections - Special.4. Construction	Inspections - Special	\$2,400.00
17	01-240-10.1. DD Travel.1. Design Development	Travel	\$225.00
18	01-240-10.2. CD Travel.2. Construction Development	Travel	\$225.00
19	01-240-10.3. BD Travel.3. Bid Development	Travel	\$225.00
20	01-240-10.4. CON Travel.4. Construction	Travel	\$450.00
21	01-240-20.1. DD Reproduction / Printing.1. Design Development	Reproduction / Printing	\$112.50
22	01-240-20.2. CD Reproduction / Printing.2. Construction Development	Reproduction / Printing	\$112.50
23	01-240-20.3. BD Reproduction / Printing.3. Bid Development	Reproduction / Printing	\$112.50
24	01-240-20.4. CON Reproduction / Printing.4. Construction	Reproduction / Printing	\$112.50
25	11-10.4. CON Maintenance Equipment.4. Construction	Maintenance Equipment	\$0.00
<b>Grand Total:</b>			<b>\$65,850.00</b>



# Funding Contract 1

**22nd District Agricultural Association**  
2260 Jimmy Durante Blvd.  
Del Mar, California 92014

**California Construction Authority**  
1776 Tribute Road, Suite 220  
Sacramento, California 95815

DocuSigned by: 	12/27/2023	DocuSigned by: <i>Carlene F. Moore</i>	2/22/2024	DocuSigned by: <i>Randy Crabtree</i>	2/23/2024
<small>80DEC14CC20A4FB...</small>	<b>DATE</b>	<small>7D767D52C42A4EC...</small>	<b>DATE</b>	<small>F77027701040470...</small>	<b>DATE</b>
<b>SIGNATURE</b>		<b>SIGNATURE</b>		<b>SIGNATURE</b>	



## **Item 6-A – January 2024 Meeting Minutes**

### **Background:**

During the February 20, 2024, meeting of the 22<sup>nd</sup> District Agricultural Association (District) Board of Directors (Board), the minutes of the January 9, 2024 meeting were pulled from the Consent Calendar at the request of a member of the public for revision to “specifically reflect that last month [January], a member of the public requested to comment on this board’s agenda [District board] and was refused.” The item was subsequently deferred for further discussion and action at the March 12, 2024, District Board meeting.

At the request of the Board, the January 9, 2024, meeting minutes as originally presented, but not yet approved, are attached along with the relevant excerpt from the January meeting transcription.

The primary issue raised by the member of the public’s request is the District’s compliance with the Bagley-Keene Open Meeting Act (the Act). As a state institution, District is subject to the Act. Compliance with the Act extends beyond notice and agenda requirements to provide an open and transparent public process. Per the Act, the District “must make sure that its meetings are open and transparent to the public.” (See the California Department of Justice’s Bagley-Keene Open Meeting Act Guide 2023, at pp. 19-21, attached to this report.)

In summary, the Act includes provisions that carry out the public policy of the state – “that public agencies exist to aid in the conduct of the people’s business and the proceedings of public agencies be conducted openly so that the public may remain informed.” According to the Act, public attendance means that, “generally, the public is entitled to attend meetings (other than authorized closed sessions) with minimal restrictions ... Meeting locations must be accessible to all members of the public, including persons with disabilities ... Individuals may attend meetings without identifying themselves.”

Public participation at meetings, according to the Act, means that “generally, the public is entitled to speak at meetings with few restrictions ... at a meeting, a state body must give the public an opportunity to comment on each agenda item before voting on the item ... and may also include on its meeting agenda an opportunity for the public to comment generally on any other topic under its jurisdiction even if that topic does not appear on the agenda.”

District conducts open public meetings at the Del Mar Fairgrounds and allows members of the public to participate both in-person and virtually. The transcript of the January 9, 2024 meeting demonstrates that District, at the request of one member of the public who was speaking virtually on an agenda item, made an effort to locate a second member of the public in the virtual queue, but was unable to do so.

District remains committed to ensuring an open and transparent process in the conduct of its official business.

**Process:**

To conduct its remote meeting participation, District utilizes Zoom. Through this software, District does not require individuals to identify themselves, nor does District utilize the software for the purposes of registration in order to participate, but to facilitate and manage the business and affairs while simultaneously providing for full and robust virtual public participation. Members of the public always have the option to attend meetings in-person.

Members of the public make their request to speak on agenda items through the Zoom link provided on District website. Zoom provides a registration confirmation that enables speakers to use the software. Since the implementation of Zoom to facilitate remote participation in the meetings, District has made its best efforts to monitor online requests to speak throughout the meeting in addition to engaging public comment from in-person members of the public in attendance at the meeting.

The attached excerpt from the January 9, 2024, meeting transcription demonstrates that District made an attempt to find the member of the public in the queue that was identified by another public comment speaker, but to no avail.

Though the member of the public emailed the Board Secretary (CEO) and assistant, each is actively engaged in the meeting and is not monitoring their email. To better ensure District's commitment to public participation in its meetings, District has engaged an additional team member, who is not a participant in the Board meeting, to monitor online requests to participate throughout the meeting.

**Options:**

For the Board's consideration, the following options are available to resolve the February 20 request to amend the minutes and address the matters more broadly:

- A. Leave the January 9, 2024, minutes as is, consistent with Robert's Rules of Order to "record the name of any guest speaker and the subject of presentation, but make no summary of the speaker's remarks." (See the following "Meeting Minutes According to Robert's Rules.")
- B. Depart from traditional practices to amend the minutes at the request of a member of the public to include a summary of the speaker's remarks for this specific instance.
- C. Discontinue virtual meeting options and require in-person attendance for Board Members and members of the public wishing to speak. (The meeting would still be streamed and could be viewed by members of the public).
- D. Discontinue video conference option and revert to teleconference only for remote participation.



22<sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION  
Board of Directors Meeting  
Del Mar Fairgrounds  
2260 Jimmy Durante Boulevard  
Del Mar, CA 92014  
**January 9, 2024**

**MINUTES**

*The following minutes are a summary of the Board action and proceedings. For a full transcript please click on the link below or visit the delmarfairgrounds.com website.*

<https://www.delmarfairgrounds.com/p/public-information1>

**OFFICERS PRESENT**

Frederick Schenk, President  
Michael Gelfand, 1<sup>st</sup> Vice President  
G. Joyce Rowland, 2<sup>nd</sup> Vice President

**DIRECTORS PRESENT**

Mark Arabo  
Lisa Barkett  
Don Mosier  
Sam Nejabat  
Richard Valdez

**DIRECTORS ABSENT**

Kathlyn Mead

**OTHERS PRESENT**

Josh Caplan, Deputy Attorney General  
Carlene Moore, Chief Executive Officer  
Melinda Carmichael, Chief Administrative Officer  
Katie Mueller, Chief Operations Officer  
Tristan Hallman, Chief Communications Officer  
Donna O'Leary, Office Manager

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**CALL TO ORDER**

President Schenk called the meeting to order at 1:32 p.m. with a quorum present.

**ROLL CALL**

President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were present. Director Mead had an excused absence.



## **CONSENT CALENDAR**

**PUBLIC COMMENT ON CONSENT CALENDAR** (see pages 9-16 of transcript)  
Martha Sullivan, Don Beaumont, Hunter Beaumont, Jazmin Machado, Zee Machado

Standard Agreement REV-15-008-041 AM4 was moved to the Executive Report for discussion.

Director Mosier moved to approve the Consent Calendar with the removal of Standard Agreement REV-15-008-041 AM4. Director Gelfand seconded the motion. President Schenk, Vice President Gelfand, Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

**PUBLIC COMMENT ON NON-AGENDA ITEMS** (see pages 22-26 of transcript)  
Martha Sullivan, Jane Cartmill, Anne Rizzo

## **EXECUTIVE REPORT**

### **Operational Announcements**

- The Del Mar National Horse Show will return in 2024 at Horsepark, with a Grand Prix taking place on May 4.
- CEO Moore provided an update on the volleyball premises, explaining the differences between the two volleyball operators while referencing the staff report found on page 42 of the Board packet, and explained the reason for the termination of the previous Del Mar Volleyball Center month-to-month contract and issuance of a new contract, 24-904 Volleyball Premises (Del Mar Volleyball Center aka Fairgrounds Volleyball Center) that is in effect until July 31, 2024.
- ASM Global, the parent company to Premier Food Services, will be acquired by Legends.
- The District is using a new platform for the delmarfairgrounds.com website and has launched an Intranet to provide ease of access to information for employees, called The Hub.
- CEO Moore explained that Standard Agreement REV-15-008-041 AM4 is exercising the remaining option years on the original rental agreement with SET Spike, LLC dba Wave Volleyball to continue operating through August 31, 2025.

Director Mosier moved to approve Standard Agreement REV-15-008-041 AM4. Vice President Rowland seconded the motion. President Schenk, Vice President Gelfand, Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

**PUBLIC COMMENT ON EXECUTIVE REPORT** (see pages 53-55 of transcript)  
Martha Sullivan

Review of Contracts Executed per Delegation of Authority

CEO Moore clarified that Standard Agreement DAA-21-008-35 AM1 was entered into under delegated authority as a stopgap to ensure ongoing operations of the driving range and miniature golf course while the Board considers Item 6-A-2 on today's agenda as the previous operator agreement expired on December 31, 2023. Contracts are listed on pages 54-55 of the Board packet.

**GENERAL BUSINESS**

**Finance Committee Report** – Michael Gelfand, Chair

CEO Moore reviewed the financial reports on pages 120-139 of the Board packet.

Item 6-A-1: Consideration and vote to approve 22-018 Amendment 1 for the Managing Promoter of The Sound, exercising the first of three three-year options.

Chris Goldsmith of Belly Up recapped The Sound's first year, which included 57 events drawing about 70,000 attendees. CEO Moore requested approval to exercise a three-year extension of Belly Up's operation of The Sound.

PUBLIC COMMENT ON ITEM 6-A-1 (see pages 72-73 of transcript)

Martha Sullivan

Vice President Gelfand moved to authorize CEO Moore to exercise the first of three, three-year options for the Managing Promoter of The Sound with Belly Up, and to clarify any operational components in the amendment to ensure public safety and a positive guest experience in the amendment. Vice President Rowland seconded the motion. President Schenk, Vice President Gelfand, Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

Item 6-A-2: Consideration and vote on whether to approve operator agreement with Del Mar Golf Center, Inc. for a multi-year operation of the driving range and miniature golf.

CEO Moore corrected the company name from that listed on the agenda to DMGC Golf Management, Inc., and introduced DMGC Manager, Matt Clay, to address the Board about the changing landscape and competition in golf and DMGC's interest and commitment to keep Del Mar Golf Center relevant in the market.

PUBLIC COMMENT ON ITEM 6-A-2 (see pages 80-81 of transcript)

Martha Sullivan

Vice President Gelfand moved to approve a five-year agreement with five one-year options to renew with DMGC Golf Management, Inc. Director Arabo seconded the motion. President Schenk, Vice President Gelfand, Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

Item 6-A-3: Discuss and vote on whether to approve event agreement with Festival Licensing and Acquisition Corporation for a multi-day live music and entertainment festival branded as KAABOO Del Mar

CEO Moore reported back to the Board on the progress with Festival Licensing and Acquisition Corporation regarding KAABOO Del Mar and previous direction given by the Board pertaining to event cancellation insurance and risk mitigation. CEO Moore requested delegation of authority to negotiate the final details to execute the contract.

PUBLIC COMMENT ON ITEM 6-A-3 (see page 92 of transcript)

Martha Sullivan

Vice President Gelfand moved to authorize CEO Moore to execute a contract with Festival Licensing and Acquisition Corporation for a multi-day live music and entertainment festival branded as KAABOO Del Mar. Director Mosier seconded the motion. President Schenk, Vice President Gelfand, Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

Item 6-A-4: Consideration and vote to approve the 2024 Operating Budget

CEO Moore reviewed the District's proposed Operating Budget summary on page 156 of the Board packet. District staff gave a presentation on the economic outlook, the budget development process, and anticipated revenues and expenditures for 2024.

PUBLIC COMMENT ON ITEM 6-A-4 (see pages 162-163 of transcript)

Martha Sullivan

Vice President Gelfand moved to approve the 2024 Operating Budget. Director Nejabat seconded the motion. President Schenk, Vice President Gelfand, Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

Item 6-A-5: Consideration and vote to approve Out of State Travel

CEO Moore requested approval of out-of-state travel as listed on pages 158-159 of the Board packet with the addition of the International Facility Management Association conference and expo in Boston, Massachusetts.

PUBLIC COMMENT ON ITEM 6-A-5 (see page 166 of transcript)

Martha Sullivan

Vice President Gelfand moved to approve out-of-state travel as presented. Director Mosier seconded the motion. President Schenk, Vice President Gelfand, Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

Item 6-A-6: Consideration and vote to approve the annual Delegation of Authority

CEO Moore requested approval of the annual delegation of authority found on pages 160-161 of the Board packet for contract approval, check signing, and credit card use.

Vice President Gelfand moved to approve the annual delegation of authority. Vice President Rowland seconded the motion. President Schenk, Vice President Gelfand, Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

Community & Government Relations Committee Report – Don Mosier, Chair  
Director Mosier reported that the committee met on December 5, 2023, and the discussion focused primarily on how fairgrounds operations are financed.

PUBLIC COMMENT ON COMMUNITY & GOVERNMENT RELATIONS  
COMMITTEE REPORT (see page 170 of transcript)  
Martha Sullivan

**BRIEF RECESS**

The Board recessed for a short break at 5:04 p.m. and reconvened at 5:15 p.m.

**DMTC Liaison Committee Report** – Richard Valdez, Chair  
Director Valdez reviewed the proposed 2024 budget for the Del Mar Thoroughbred Club (pages 162-184 of the Board packet) and DMTC President, Josh Rubinstein, and Chief Financial Officer, Mike Ernst, previewed the 2024 summer and fall race meets and projected revenues for 2024.

PUBLIC COMMENT ON DMTC LIAISON COMMITTEE REPORT (see pages 180-  
181 of transcript)  
Martha Sullivan

Item 6-C-1: Consideration and vote on whether to approve the Del Mar Thoroughbred Club 2024 operating budget.

Director Valdez moved to approve the 2024 budget presented by Del Mar Thoroughbred Club. Director Barkett seconded the motion. President Schenk, Vice President Gelfand, Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

Item 6-C-2: Consideration and vote to recommend to the State Race Track Leasing Commission that it exercise the final remaining option of the Del Mar Race Track Operating Agreement under Paragraph 4.1 of that agreement

PUBLIC COMMENT ON ITEM 6-C-2 (see pages 184-192 of transcript)  
Jim Coleman, Martha Sullivan, Michael Morton, Oscar De La Torre, Maria Luisa

Director Valdez moved to recommend to the State Race Track Leasing Commission that it exercise the final remaining option of the Del Mar Race Track Operating Agreement under Paragraph 4.1 of that agreement, extending the operating agreement through December 31, 2030. Director Arabo seconded the motion. President Schenk, Vice President Gelfand,

Vice President Rowland, and Directors Arabo, Barkett, Mosier, Nejabat, and Valdez were all in favor and the motion carried 8-0.

**Affordable Housing Ad-Hoc Committee Report** – Kathlyn Mead, Chair

In Direct Mead's absence, Director Mosier reported that the committee met with SANDAG staff about plans to realign railroad tracks in the LOSSAN corridor off the bluffs in Del Mar, and that SANDAG is continuing to study all options, including a possible realignment of train tracks under or through the fairgrounds. In December 2023, in response to the District's stated concerns about the potential impact to the City of Del Mar's request to site a portion of their affordable housing assignment on District property, the City of Del Mar added a tenth guiding principle to its official position on rail realignment, stating that SANDAG should not pursue any plan that would negatively affect fairgrounds operations and planning needs.

**PUBLIC COMMENT ON AFFORDABLE HOUSING AD-HOC COMMITTEE REPORT (see pages 198-199 of transcript)**

Martha Sullivan

**MATTERS OF INFORMATION**

President Schenk announced that Director Valdez is stepping down from the Board of Directors at the end of his term on January 15. Director Valdez will be honored at a future meeting.

**RECESS TO CLOSED EXECUTIVE SESSION**

The Board recessed to Executive Session at 6:04 p.m.

**RECONVENE TO OPEN SESSION**

The Board reconvened to Open Session at 6:49 p.m. President Schenk reported that the Board considered the advice of counsel on items listed on the Closed Executive Session portion of the agenda and there is nothing to report.

**ADJOURNMENT**

There being no further business to discuss, President Schenk adjourned the meeting at 6:50 p.m.

---

Carlene Moore  
Chief Executive Officer

1 PRESIDENT FRED SCHENK: Thank you so much for that.

2 MR. GELFAND: So public comment?

3 PRESIDENT FRED SCHENK: We will have public comment.

4 Are you ready for that? Okay.

5 Ms. Sullivan, you -- you have indicated an  
6 interest in speaking to us on the golf -- Del Mar Golf Center  
7 vote. So you have two minutes to address the board.

8 **MARTHA SULLIVAN:** Hello, again.

9 Actually, you know, golf has been a big part of  
10 my life because my dad was a huge golf player, played until he  
11 was in his early to mid-90s, up in Poway. But I don't have any  
12 specific comments about this contract.

13 I would like to say that there is a member of  
14 the public who registered to call in to comment or Zoom in and  
15 comment but did it late and has not received the link. This is  
16 the former Assemblymember Lori Saldana. So she would  
17 appreciate being let into the meeting so that she comment.

18 Thank you.

19 PRESIDENT FRED SCHENK: So I -- I -- I heard you  
20 speak about former Assemblymember Saldana and that she wanted  
21 to address us on this subject.

22 MS. MOORE: Had not gotten a link.

23 MARTHA SULLIVAN: Not to this subject, no. She wants  
24 to comment in the meeting. I think she specifically wants to  
25 comment -- I know she wants to comment on item 6.C.

1 PRESIDENT FRED SCHENK: All right.

2 MR. RIVERA: I do not have -- I do have a -- a number  
3 that I can't identify as 097 in the queue. Other than that,  
4 Saldana did not -- well, I -- I -- I haven't looked at the  
5 emails since --

6 MARTHA SULLIVAN: She -- she said she registered  
7 online probably just in the last hour. But she realizes it was  
8 late.

9 PRESIDENT FRED SCHENK: Yeah. Well, we'll -- we'll  
10 see what we could do but, you know, she -- she would be well-  
11 advised, as she recalls when she sat in Sacramento, that, you  
12 know, meetings start on time. And we expect others who want to  
13 join us to be timely as well. So if she can join us, that'd be  
14 great. If she can't, maybe next time. But we always welcome  
15 former Assemblymember Saldana's voice here but -- but only if  
16 she's capable of, you know, keeping -- keeping with us on -- on  
17 when she needs to join us and the timeliness of that. So  
18 please pass that on to her. She's welcome to join us.

19 MARTHA SULLIVAN: I -- I -- I hear you. Her -- her  
20 question to me is -- is why do they restrict people being able  
21 to comment? Why do you have to be registered?

22 MS. O'LEARY: Two minutes is --

23 MARTHA SULLIVAN: I mean the law doesn't even require  
24 you to (indiscernible) --

25 PRESIDENT FRED SCHENK: Ms. Sullivan, your two

1 minutes are up. I'm -- I'm just inviting you to let her know  
2 that she is welcome to join us if -- if she's capable of doing  
3 that and to do it as you have, timely.

4 We're going to move on. Nobody else has  
5 indicated an interest in speaking on this subject.

6 Director Gelfand.

7 MR. GELFAND: I move that we approve the operator  
8 operator agreement with Del Mar Golf Center.

9 PRESIDENT FRED SCHENK: All right.

10 There's a -- a motion made. Is there a second  
11 second?

12 MS. BARKETT: Second.

13 MR. ARABO: Second.

14 PRESIDENT FRED SCHENK: I'm going to go with Mr. --  
15 Director Arabo on this one this time.

16 MS. BARKETT: Yeah, I'm good. I'm good with that.

17 PRESIDENT FRED SCHENK: All right. It's been moved,  
18 seconded. Any additional discussion?

19 Hearing none, seeing none. We'll -- we'll take  
20 a vote.

21 MS. O'LEARY: President Schenk.

22 PRESIDENT FRED SCHENK: Aye.

23 MS. O'LEARY: Vice President Gelfand.

24 MR. GELFAND: Aye.

25 MS. O'LEARY: Vice President Rowland.



## **B. Rights of the public at an open meeting**

Besides complying with notice and agenda requirements, a state body must make sure that its meetings are open and transparent to the public. This section sets forth the Act's open-meeting rules that protect these rights. It then discusses exceptions that allow state bodies to hold meetings that are closed to the public in specified circumstances.

### **1. Public attendance at meetings**

Generally, the public is entitled to attend meetings (other than authorized closed sessions) with minimal restrictions. (See Gov. Code, § 11123, subd. (a); see, e.g., 68 Ops.Cal.Atty.Gen. 65, 68-71 (1985) [right of the public to attend meeting of a state body would be violated by the election of officers by secret ballot, mail ballot, or proxy].) Meeting locations must be accessible to all members of the public, including persons with disabilities. (Gov. Code, §§ 11123.1, 11131.) No state body may prohibit public attendance at a meeting because of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental or physical disability, medical condition, genetic information, marital status, or sexual orientation. (Gov. Code, §§ 11131, 11135, subd. (a).) A state body may not charge a fee to attend a meeting subject to the Act. (Gov. Code, § 11131.) Individuals may attend meetings without identifying themselves. If a state body posts or circulates an attendance list, register, questionnaire, or other similar document at a meeting, the document must state that filling it out is voluntary. (Gov. Code, § 11124.)

The public may record and broadcast a meeting with an audio or video recorder unless the state body reasonably determines that the noise, light, or view obstruction from the recording or broadcast would be a persistent disruption to the meeting. (Gov. Code, § 11124.1, subs. (a), (c); see Gov. Code, §§ 6090, 6091; *Nevens v. City of Chino* (1965) 233 Cal.App.2d 775, 779.)

The public may not bring a firearm or other weapon to a meeting. (Pen. Code, § 171b.) If a person willfully disturbs a meeting, the state body may remove that person from the meeting. If the removal fails to restore order, the state body may clear the whole meeting room. After clearing the room, the state body may set up a process for readmitting persons who did not participate in the willful disturbance. The body must readmit press or news media who did not participate in the disturbance. (Gov. Code, § 11126.5.)

## **2. Public participation at meetings**

Generally, the public is entitled to speak at meetings with few restrictions. (Gov. Code, § 11125.7, subd. (a); see, e.g., Gov. Code, § 11125.7, subds. (e), (f), (g), (h) [exempting from this rule include closed sessions, certain administrative adjudications, California Victim Compensation Board hearings, and Public Utilities Commission adjudicatory hearings].) At a meeting, a state body must give the public an opportunity to comment on each agenda item before voting on the item. (Gov. Code, § 11125.7, subd. (a).) Allowing public comment on each item immediately before the body considers the item ensures the body “has a clear and complete understanding of the public concern” regarding the item. (*Olson v. Hornbrook Community Services Dist.* (2019) 33 Cal.App.5th 502, 528.) Limiting public comment on agenda items to just one specific designated time rather than multiple times throughout the meeting before each agenda item “may defeat this purpose.” (*Ibid.*)

A state body may also include on its meeting agenda (except an emergency-meeting agenda) an opportunity for the public to comment generally on any other topic under its jurisdiction even if that topic does not appear on the agenda. (Gov. Code, § 11125.7, subd. (a).) But the state body may not otherwise deliberate on any matter not specified on the agenda. (Gov. Code, §§ 11122.5, 11125, 11125.3.)

To preserve robust public debate on governmental issues, during public comment the public is entitled to criticize a state body’s programs, policies, services, acts, or omissions. (Gov. Code, § 11125.7, subd. (d).) A state body, however, may prohibit the public from commenting on topics not under its jurisdiction. (78 Ops.Cal.Atty.Gen. 224, 230 (1995).) A state body also may adopt reasonable procedures to limit the time allocated to each topic and each speaker. (Gov.

Code, § 11125.7, subd. (b); *Ribakoff v. City of Long Beach* (2018) 27 Cal.App.5th 150, 170-177.) Whether a time limit is reasonable depends on the circumstances of each meeting, including the time allocated to the meeting, the number and complexity of each agenda item, and the number of persons wishing to comment. (75 Ops.Cal.Atty.Gen. 89, 92 (1992).) When a state body limits time for public comment, it must allow twice the allotted time to non-English speakers who address the state body through a translator. (Gov. Code, § 11125.7, subd. (c)(1).)

Public participation is not mandatory in certain administrative proceedings held under the Administrative Procedure Act. (Gov. Code, § 11125.7, subd. (f); but see 80 Ops.Cal.Atty.Gen. 247, 252 (1997) [because the State Board of Equalization is not statutorily exempted from public comment, members of the public, including employees of public agencies, have the right to address the board at a taxpayer's appeal hearing].) Further, the public is not entitled to a second opportunity to comment on an agenda item when a committee composed exclusively of members of the state body considered the item at a meeting during which the public had an opportunity to comment on the item, unless the item substantially changed since the committee meeting. (Gov. Code, § 11125.7, subd. (a).)

When a state body deliberates on whether to notice an item for a future meeting, it may exclude the public from that discussion. (See *Coalition of Labor, Agriculture & Business v. County of Santa Barbara Bd. of Supervisors* (2005) 129 Cal.App.4th 205, 209-210.)

### **3. Public access to meeting records**

When persons distribute writings to a majority of a state body in connection with matters subject to consideration at a public meeting of the state body, the writings are public records that are generally disclosable under the California Public Records Act. (Gov. Code, § 11125.1; see generally Gov. Code, § 7920.000 et seq.) Such writings include notices and agendas, agenda packets, memos or reports prepared by or at the direction of staff, memos or written comments prepared by state body members, and support or opposition letters from the public. (Gov. Code, §§ 11125.1, subd. (f), 7920.545.) A state body's recording of an open meeting is a public record subject to inspection but may be destroyed after 30 days. (Gov. Code, § 11124.1, subd. (b).) If a state body prepares a transcript of the recording, the transcript is a public record subject to

# Meeting Minutes According to Robert's Rules

To save you time and unnecessary work, Robert's Rules spells out exactly what needs to go into your minutes. Minutes are important because they're the only surviving record of what was said and done at a meeting. They can be dry and boring. In fact, it's probably a good sign if they are! Most importantly, they need to be informative and easy to navigate for whatever the reader needs to know six months from now.

When you call a parliamentarian and ask for help, they're going to want to see the minutes, and they're going to need to find something important — maybe the exact words of a bylaw amendment that was officially adopted, or a tellers' report that furnishes details on the vote tally. Simple organization of the facts and use of unpretentious language are the best attributes you can give your minutes.

You want your minutes to be readable, but you must be precise in the information you give. Your minutes provide the record of the action taken at the meeting, so they need to clearly memorialize the facts.

## Composing your meeting's minutes

The first paragraph needs to include this information:

- The kind of meeting (regular, special, annual, adjourned regular, adjourned special, and so forth)
- The name of the organization
- The date, time, and location of the meeting (don't list the location if it's always the same)
- A statement confirming that your organization's regular presiding officer and secretary are present (or giving the names of the persons substituting for them)
- A mention of whether the previous meeting's minutes were read and approved (and the date of that meeting, if it wasn't a regular meeting)

Corrections to minutes are noted in the minutes being corrected; they're not detailed in the minutes of the meeting at which the corrections were adopted. (The minutes of the meeting at which corrections were made should merely state that minutes of the previous meeting were approved as corrected.)

The body portion of the minutes needs to include this info:

- All main motions (except ones that are withdrawn), along with the name of the member making the motion (but not the name of the person who seconded the motion).
- Motions bringing a question again before the body (except for ones that are withdrawn).
- The final wording of the motions, either as adopted or as disposed of. If it's appropriate to include mention of debate or amendment, you can note these items parenthetically.
- The disposition of the motion — including any adhering amendments — if it's only temporarily disposed of.
- Information about the vote.

- Counted vote
  - Roll-call vote
  - Ballot vote
- Secondary motions not lost or withdrawn, where necessary for clarity (example motions include *Recess*, *Fix Time to Which to Adjourn*, *Suspend the Rules*, *Postpone to a Particular Time*, *Ballot Vote Ordered*, and so on). Allude to the adoption of secondary motions by saying, “A ballot vote having been ordered, the tellers. . . .”
  - Notices of motions.
  - The fact that an assembly went into quasi-committee or committee of the whole, and the committee’s report.
  - All points of order and appeals and their subsequent dispositions, with reasons given by the chair for the ruling. (Rulings often establish precedent, so a careful record here is important.)
  - The full text of any report that the assembly orders to be entered into the minutes. This situation doesn’t happen often because a reference to a written report is usually sufficient for the record.
  - Any of the juicy and disorderly words that a member has said that get them “named” by the chair for being disorderly.

The last paragraph of your minutes needs to include the hour of adjournment. And that’s it! Well, except for the following additional notes to keep in mind when finalizing your minutes:

- The proceedings of a committee of the whole aren’t included in the minutes, but you do need to include the fact that the move into committee occurred and also include the report of the committee.
- When a question is considered informally, the same information should be recorded as in regular rules. Informality is permitted only in allowing additional opportunities to debate.
- The full text of any report is included in the minutes only if the assembly so orders.
- Record the name of any guest speaker and the subject of presentation, but make no summary of the speaker’s remarks.

## Signing the minutes

Minutes are to be signed by the secretary and, if customary, may also be signed by the president. Minutes are your group’s legal record of its proceedings, and the secretary’s signature establishes evidence of the original document’s authenticity.

## Approving the minutes

The minutes of one meeting are normally approved at the next regular meeting, following the call to order and opening ceremonies.

If the meeting is an adjourned meeting, you approve the minutes of your previous meeting (the meeting that established the adjourned meeting) before taking up business where you left off in that meeting. Also, the minutes of the adjourned meeting need to be approved at the next adjourned or regular meeting.

Minutes drafted ahead of time aren't the official minutes *until the members approve them*. Because changes may be made in the minutes before they're approved, it's good practice for the secretary to note somewhere on the distribution copy that it's a "draft for approval."

When minutes are approved, the secretary annotates the original file copy with any corrections in the margin or retypes the minutes to include the corrections. The secretary then writes "Approved" on the minutes and adds both his initials and the date to the record.



## **Item 6-B, General Business – Comprehensive Policies Development & Review**

### **Background:**

Beginning in 2023, the 22<sup>nd</sup> District Agricultural Association (District) embarked on a comprehensive process to review, revise, and develop policies for the organization. This is a lengthy process that involves (1) the review and assessment of existing District policies, industry and state best practices, and state law; (2) the solicitation of input from the appropriate Board committees, and (3) the presentation and discussion of draft policies to the Board and public during regularly scheduled public meetings.

The Board's authority to establish policies is derived from Food & Agricultural Code (FAC), Section 4051(a)(7), which authorizes District Agricultural Associations (DAAs) to "make or adopt all necessary orders, rules, or regulations for governing the activities of the association." FAC also provides that when a DAA adopts an order, rule, or regulation for governing its activities, the order, rule, or regulation is exempt from California's Administrative Procedures Act (the Act). For reference, the Act governs state agencies in adopting, amending, and repealing administrative rules and regulations.

Though DAAs are exempt from the Act, state agencies, including California Department of Food and Agriculture (CDFA), are not. Were CDFA to adopt a mandatory rule or regulation that applied statewide to all DAAs, CDFA would need to promulgate that rule or regulation in accordance with the Act. While CDFA provides policy oversight to DAAs, including providing *recommended* rules and regulations for adoption, each DAA maintains the authority to adopt rules and regulations for governing its own operations and activities.

### **Process/Approach:**

Best management practices, historical policies and procedures, mandatory requirements, industry and other state agency examples, etc., will be considered along with the *recommended* orders, rules, and regulations of CDFA.

The process will be to:

1. Present draft policies to the Board at a duly noticed public meeting for discussion.
2. Route through the appropriate Board committee(s) or delegate back to the Chief Executive Officer for further consideration of the input received.
3. Bring policies back to the Board at a subsequent public meeting for additional feedback.
4. Present a final recommended policy to the Board for consideration and approval.

The developing Table of Contents is provided monthly as a progress report.



**Recommendation**

Discuss and provide feedback on the following new draft policies as presented.

- 4.01 Public Records Act Requests
- 4.02 Records Management
- 4.03.1 Sponsorship Acquisition (appears to be a new written policy)

In addition, discuss and provide feedback on the following recommended rewritten policy as presented.

- 4.03 Contracts and Procurement

For reference, the current Contracting and Formal Protest Policies and Procedures as updated on March 16, 2018, is also provided.

**Environmental/Coastal Commission Review**

None at this time.

**Fiscal Impact**

None at this time.



22<sup>nd</sup> District Agricultural Association  
**Policies – Table of Contents**

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**Introduction**

Status as of 3/12/2024

**Section 1**

1.01 – Policy Framework and Definitions

*Draft*

**Section 2:**

2.01 – Institutional Values

Adopted

2.02 – Code of Ethics

Adopted

2.03 – Conflicts of Interest

Adopted

2.04 – Discrimination and Harassment Prevention

Adopted

2.05 – Reporting Wrongdoing

Adopted

**Section 3: Board Governance**

3.01 – Board Composition and Officers

Adopted

3.02 – Board Committees

Adopted

3.03 – Board Member Code of Conduct

Adopted

3.04 – Board Member Conflict Resolution

Adopted

3.05 – Board Meetings and Agendas

Adopted

3.06 – Board Member Orientation and Training

Adopted

3.07 – Board Self-Assessment

Adopted

3.08 – Board General Responsibilities

Adopted

3.09 – Organizational Planning

Adopted

3.10 – Risk Management

Adopted

**Section 4: Board Organization Oversight**

4.01 – Public Records Act Requests

*Draft*

4.02 – Records Management

*Draft*

4.03 – Contracts and Procurement

*Draft*

4.03.1 – Sponsorship Acquisition

*Draft*

## DRAFT – Subject to Board Approval

### 22nd District Agricultural Association **Policies**

#### **Policy 4.01: Public Records Act Requests**

Date Adopted/Last Revised:

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Note: Capitalized terms not otherwise defined in this Policy have the meanings set forth in the Definitions section of Policy 1.01. Should any provision in this Policy contradict any provision of California law, California law shall control.

#### **Purpose**

The purpose of this Policy is to comply with the intent and requirements of the California Public Records Act (the Act or PRA). This Policy applies to all 22nd DAA Personnel.

#### **The Act**

The Act reads in part, "...access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state." The Act ensures that every citizen has the right to inspect and/or obtain a copy of any public record. The requester is not required to provide a reason for requesting a public record. As a result, once a document is deemed a public record, its' possible use is immaterial to its release.

The PRA defines "public records" as "any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics." (Government Code, § 7920.530(a).)

Occasionally, a requester may incorrectly refer to the federal Freedom of Information Act (FOIA) as the legal basis for the request. If a request is received pursuant to FOIA, it shall be treated as a PRA request.

#### **Policy**

The Board delegates the responsibility to develop an effective Public Records Act Requests procedure to the CEO.

## **DRAFT – Subject to Board Approval**

It is the Policy of the 22nd DAA to disclose all public records unless they are exempt from disclosure.

22nd District Agricultural Association  
**Policies**

**Policy 4.02: Records Management Policy**

Date Adopted/Last Revised:

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Note: Capitalized terms not otherwise defined in this Policy have the meanings set forth in the Definitions section of Policy 1.01. Should any provision in this Policy contradict any provision of California law, California law shall control.

**Purpose**

The purpose of this Policy is to ensure that an efficient records management system is effectively employed for the management of all 22nd DAA information, regardless of its form (physical or electronic). This Policy applies to all 22nd DAA Personnel.

**Policy**

The Board delegates to the CEO the responsibility to develop an efficient records management system. The CEO must ensure that the records management system is accompanied by procedure documentation that defines which records must be retained, the length of the retention, and the process by which documents are disposed of or preserved for historical reference, referred to as the Records Retention Schedule. The system must account for both physical and electronic records and comply with the following requirements:

- Includes the identification of a designated Custodian of Records for each record type.
- Ensures the Custodian of Records appropriately categorizes Official Files as either “Public” or “Confidential”.
- Ensures records are kept in accordance with applicable state law governing records retention and description (including, but not limited to, the State Records Management Act, State Administrative Manual, Records Retention Handbook, Records Retention Schedule Guidelines, and the California Acquisition Manual).
- Defines records in accordance with the Government Code 14741 definition.

## **DRAFT – Subject to Board Approval**

- Ensures records and non-records (which may include working files or emails) are appropriately retained or disposed of within specified timelines.

### **Official Files**

The Official File of Record is any document or writing that records the functions, policies, decisions, obligations, or official business of the 22nd DAA. Records can include papers, electronic data/files, email, maps, exhibits, tapes, photographs, films, punched cards, and other documents produced, received, owned, or used by the 22nd DAA, regardless of physical form or characteristics. The Official File shall be arranged into a “Public” and a “Confidential” section.

An employee’s handwritten or electronic notes meant for their own use and only their use is considered a Working File and is not subject to this policy. These personal notes should be destroyed when the subject matter assignment of the notes is completed.

22<sup>nd</sup> District Agricultural Association  
**Policies**

**Policy 4.03: Contract and Procurement**

Date Adopted/Last Revised: February 11, 2015/March 16, 2018

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Note: Capitalized terms not otherwise defined in this Policy have the meanings set forth in the Definitions section of Policy 1.01. Should any provision in this Policy contradict any provision of California law, California law shall control.

**Purpose**

The purpose of this Policy is to establish the authority of the 22<sup>nd</sup> DAA to procure Goods and Services, 22<sup>nd</sup> DAA in compliance with Food & Agricultural Code section 4051. To improve economic efficacy, and as authorized by Food and Agriculture Code section 4051(a)(1)(A), the 22<sup>nd</sup> DAA hereby adopts the following Contract and Procurement Policies.

The 22<sup>nd</sup> DAA shall procure goods, services, and Information Technology Goods and Services through a competitive procurement process specified in this Policy unless the goods, services, or Information Technology Goods and Services are entitled to an exemption or exception as defined in this Policy.

**Policy**

It is the Policy of the 22<sup>nd</sup> DAA to use a Formal Competitive Procurement process to procure the following:

- Goods or Information Technology Goods and Services, including subcontracts, and involving an expenditure in excess of \$100,000
- Personal Services Contracts (as authorized by Government Code, section 19130) involving an expenditure exceeding the amount established by the Department of General Services in accordance with Public Contract Code, section 10348,
- All other contracts required by law to be subject to competitive bidding.

All other procurements can be made through an Informal Procurement Process.

## DRAFT – Subject to Board Approval

Subject to any Categorical Exemptions or Exceptions, described below, all purchases for Goods and services shall:

- A. Comply with Applicable Law: All contracts and purchases must comply with all applicable local, state, and federal laws.
- B. Conform to 22nd DAA Purpose and Mission: All contracts and purchases shall operate in conformity with 22nd DAA goals, objectives, and mission and shall consider the impact of 22nd DAA events and activities on the local community.
- C. Be Written: All contracts for the purchase of Goods and Services shall be in writing, free from any type of discrimination and conflict of interest, in compliance with applicable law, and duly executed by the 22nd DAA.
- D. Require Board Approval: Except for situations where the 22nd DAA's Board has expressly delegated limited authority to the Chief Executive Officer (CEO), all contracts must be submitted to and approved by the Board during a public meeting to be effective and legally binding on the 22nd DAA.
- E. Be Approved by CDFR and DGS where required: All contracts that require the approval of the Department of Food & Agriculture (CDFR) and/or the Department of General Services (DGS) must be submitted to CDFR and/or DGS pursuant to Food & Agricultural Code section 4051 *et seq.* to be reviewed and approved before implementation by 22nd DAA.

### Definitions

- A. "Premises" shall mean the 324 acres of real property owned by the 22nd DAA.
- B. "Contract" shall mean and include all types of written agreements, contracts, leases, purchase orders, and memorandums of understanding.
- C. "Goods" shall mean all types of tangible personal property, including materials, supplies, and equipment, as defined in Public Contract Code section 10290, subdivision (d).
- D. "Information Technology (IT) Goods and Services" shall mean all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interactions between people and machines.
- E. "Fair and Reasonable" shall mean an informal quote process in which 22nd DAA can obtain Goods or Services valued at less than \$10,000 by obtaining a single quote that is considered to be justifiable.

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- F. “Personal Services Contracts” shall have the same meaning as set forth in California Code of Regulations, Title 2, section 547.59, which provides in pertinent part:
1. A “Personal Services Contract” is defined as any contract, requisition, purchase order, etc. (except public works contracts) under which labor or personal services is a significant, separately identifiable element. The business or person performing these contractual services must be an independent contractor that does not have status as an employee of the State.
  2. A “cost-savings based Personal Services Contract” is any Personal Services Contract proposed to achieve cost savings and subject to the provisions of Government Code Section 19130(a).
- G. “Public Exigency” shall mean and refer to an emergency situation when the health and safety of the public, property, or guests in the custody or care of the 22nd DAA are at risk if immediate measures are not taken to resolve the problem situation and it is not possible or practical to convene a Regular, Special, or Emergency Meeting of the Board as those terms are defined in the Bagley Keene Open Meeting Act. (Govt. Code, § 11120, et seq.)
- H. “Sole Source” shall mean and refer to a procurement process in which item(s) or service(s) are procured from, or are a product of either:
1. Emergencies, where immediate acquisition is necessary for the protection of the public health, welfare, or safety
- or
2. The proposed acquisition of Goods and/or services are the only Goods and/or services that meet the needs of 22nd DAA, and the vendor is the only vendor that can provide the Goods and/or services.
- I. “Informal Procurement Process” shall mean the procurement of Goods, Services, or Information Technology Goods and Services by obtaining multiple informal telephone, written and/or internet quotes in accordance with the procedures established by the 22nd DAA.
- J. “Services” shall mean work to be performed as part of a legally binding agreement.
- K. “Notice of Award” shall mean an official notice that a Contract has been awarded to a specified vendor as a result of a Formal Competitive Procurement. Notice shall be posted in a place accessible by the general public, including any Internet site identified in the Formal Competitive Procurement.



## DRAFT – Subject to Board Approval

- L. “Notice of Intent to Award” shall mean an official notice of the 22<sup>nd</sup> DAA’s intent to enter into an agreement with a specified vendor as a result of a Formal Competitive Procurement. Notice shall be posted in a place accessible by the general public, including any Internet site identified in the Formal Competitive Procurement for five working days prior to official award.
- M. “Life Cycle Cost Purchase” shall mean the sum of all recurring and one-time, non-recurring, costs over the full life span or a specified period of a good, service, structure or system. It includes purchase price, installation cost, operating costs, maintenance and upgrade costs, and remaining (residual or salvage) value at the end of ownership or its useful life.
- N. “Proposer” or “Bidder” shall mean an individual, sole proprietorship, firm, partnership, corporation, or any other business venture that responds to an Invitation for Bids or Request for Proposals by submitting a bid to the contracting agency. A potential contractor.
- O. “Formal Competitive Procurement” shall mean:
- a. Invitation for Bid. An Invitation For Bid (IFB) is a public request for bids to provide a specific service or goods, and the Contract will be awarded to the qualified Bidder with the lowest responsive and responsible bid, unless all bids are rejected. The 22<sup>nd</sup> DAA will provide additional details and definitions for each IFB issued to the extent necessary. When a Contract is awarded, a Notice of Intent to Award (when required) and Notice of Award shall be posted in a public place in the 22<sup>nd</sup> DAA’s Administration Office and on the 22<sup>nd</sup> DAA’s website as required by Public Contracting Code.
  - b. Two Tier (Primary) Requests for Proposal. A Request for Proposals (RFP) will be issued seeking proposals to provide technical services or a specified product, or to solve a defined problem. The Contract award will be based upon the lowest cost *and* evaluation of the Proposers’ technical proposals submitted in response to the RFP. RFP Primary requires the submission of technical proposals for evaluation by a selection panel using objective criteria specified in the RFP. Bidders must submit cost proposals sealed separately. Proposals will first be evaluated on a technical basis by the selection panel. Bidders whose Proposal receive the required minimum score during the technical evaluation will have the cost proposals opened. When a Contract is awarded, a Notice of Intent to Award and Notice of Award will be posted in a public place in the 22<sup>nd</sup> DAA’s Administration Office and on the 22<sup>nd</sup> DAA’s website as required by Public Contracting Code.
  - c. High Score (Secondary) Requests for Proposal. An RFP will be issued seeking proposals to provide very complex and or unique services where professional expertise and methods, or creative and innovative approaches,

## DRAFT – Subject to Board Approval

are needed. The Contract award will be based on high score through evaluation of the Proposers' technical and cost proposals submitted in response to the RFP. RFP Secondary requires the submission of technical proposals for evaluation by a selection panel using objective criteria specified in the RFP. Cost Proposals are evaluated and scored by the Contracts and Purchasing Office and must be weighted a minimum of 30% of total score. When a Contract is awarded, a Notice of Intent to Award and Notice of Award will be posted in a public place in the 22nd DAA's Administration Office and on the 22nd DAA's website as required by Public Contracting Code.

- d. Requests for Qualification. In accordance with GC 4525 et seq., a Request for Qualifications (RFQ) may be issued seeking firms to provide professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms. RFQs require the submission of Statements of Qualifications (SOQ) for evaluation by a selection panel using objective criteria specified in the Solicitation; and price is not the primary or sole selection factor. . The Contract will be awarded on the basis of a consideration of a combination of technical evaluation and price factors. If a Contract is awarded through the RFQ process, a Notice of Award will be posted in a public place in the 22nd DAA's Administration Office and on the 22nd DAA's website as required by the State Contracts Manual.

### **Categorical Exemptions to Formal Competitive Procurement**

The following are categorically exempt from Formal Competitive Procurement. Before a purchase may be made on the basis of a Categorical Exemption, the Manager of the Contracts and Purchasing Unit must approve the applicable Categorical Exemption.

- A. Utility Services: The item or service to be procured is from a utility company or wholesale utility provider where service connections are allowed only in geographically defined service territories, or a competitively limited wholesale provider market, or where the work involves a utility system and only the utility company itself is allowed to perform the work.
- B. Standard Commercial Off-the-Shelf Software Packages (COTS) or Hardware Products: Procurement of software or hardware products which are ready-made, available for sale to the government and to the general public, and designed to be easily integrated into existing systems without the need for extensive customization. COTS software can either be installed on 22nd DAA computers or delivered over the Internet. COTS include, but are not limited to, those items approved by 22nd DAA's Technology Office.
- C. Equipment Maintenance Services: Maintenance Services Agreements provided by the equipment manufacturer or dealers / distributors as a result of a Life Cycle

## DRAFT – Subject to Board Approval

Cost Purchase: determination or which are not available from a satisfactory alternate source as determined by the 22nd DAA.

- D. Software, Software Licenses and Operating System Maintenance Services: Where the 22nd DAA has procured software and operating systems for its use, procurement of the continuing maintenance and upgrades of the software and operating systems, training, and renewal of software licenses.
- E. Small Business (SB), Micro Business (MB), and Disabled Veteran Business Enterprises (DVBE): In compliance with Government Code section 14838.5, (or any other amount established by a Budget Letter from the Department of Finance), in Goods and Services from a DVBE, SB or MB certified by the State of California; provided the 22nd DAA obtains at least two price quotations from two or more certified small businesses, including microbusinesses, or from two or more DVBEs.
- F. Contracts for Activities/Use on the Premises: In accordance with section 3965.1 of the Food and Agricultural Code, the 22nd DAA may Contract for any activity involving the use of the 22nd DAA's Premises (e.g. Rental Agreements, Operator Agreements, etc.), except revenue generating contracts involving hazardous activities as determined by CDFR unless adequate insurance is provided. In contracting for such activities, the 22nd DAA shall, depending on the circumstances, consider the use a competitive bid process in situations where the duration of the Contract is to be greater than one year or where the Contract grants to a contractor an exclusive right, and where there is known competition in the market place, unless the contract/activity/use is entitled to an exemption or exception as defined within this Policy.
- G. Fair-time Vendor Rental Agreements: Short term contracts (not to exceed five years) for the non-exclusive use of a portion of the Premises by vendors or independent contractors during the annual Fair in accordance with Title 3, California Code of Regulations, section 7010 et seq.
- H. Informal Procurement Process: As defined in Definitions above.
- I. Newspapers and Publications Services: Notices and publication services used to post notices required by law or policy, and subscriptions to newspapers, journals, and other periodicals.
- J. Contract extensions during Pending Protest or Ongoing Procurement Process: Extension of existing contracts where the Goods or Services provided under the existing Contract are the subject of an ongoing competitive bid process and the results of that process have been delayed or protested in accordance with applicable Bid Protest Procedures set forth below or by court order.

## DRAFT – Subject to Board Approval

- K. Non-Profit Community Services Agreements: Procurement of services acquired from not-for-profit organizations.
- L. Sponsorship Acquisitions: See Policy 4.03.1 below.
- M. Professional Development Services: Procurement of educational or specialized training services.
- N. Contracts with Other Governmental Entities: Contracts with other governmental entities, also known as “Inter Agency Agreements”, including, but not limited to federal, state, and local entities, as well as Joint Power Authorities established for the benefit and/or use by the 22nd DAA
- O. Architectural, Engineering and Related Professional Services: Professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms.
- P. Legal Services: Subject to the applicable provisions of the Government Code, legal services, legal consultation, representation, research and analysis to support the Board of Directors, Executive staff, and staff of the 22nd DAA.
- Q. Highly Specialized Consultants: The Chief Executive Officer may determine that specialized consultants services are critical to the 22nd DAA’s success and may authorize, without a competitive procurement, a consulting contract, not to exceed the limit established by the Board through the annual Delegation of Authority for Contract Approval, Check Signing Authority, and Credit Card Use.
- R. Marketing and Media Services and Products: Marketing services and products in the form of print material, promotional material, radio and television airtime, internet, cable and other forms of media advertising.
- S. Entertainment Agreements: Note that entertainment coordinator/director contracts are not exempt from bidding, only entertainment itself.
- T. Matter of Law: Contracts that the 22nd DAA is required to enter into as a matter of law.

### **Exceptions to Formal Competitive Procurement**

Competitive bidding may not apply if, under the particular circumstances of the procurement, an exception is warranted. The following are examples of circumstances that may be considered in authorizing case-by-case exceptions to this Policy:

- A. Sole Source: A situation where only one person, firm, or manufacturer exists that can provide the needed Goods or Services and no equivalent person, firm or manufacturer is available that would meet the 22nd DAA’s minimum needs.

## DRAFT – Subject to Board Approval

- B. Lack of Competition: Competition is precluded because of the existence of patent rights, copyrights, secret processes, controlled or limited market or distribution, restricted or limited availability of the basic raw material(s) or similar circumstances, and there is no equivalent item or service.
- C. Absolute Compatibility:
1. The procurement is for replacement parts or components for equipment, and no information or data is available to ensure that the parts or components obtained from another supplier will perform the same function in the equipment as the part or component to be replaced;
  2. The procurement is for replacement parts or components for equipment, and the replacement parts or components would compromise the safety or reliability of the product, or would void or invalidate a manufacturer's warranty or guarantee; or
  3. The procurement is for upgrades, enhancements or additions to hardware or for enhancements or additions to software, and no information and data is available to ensure that equipment or software from different manufacturers or developers will be as compatible as equipment or software from the original manufacturer(s) or developer(s).
- D. Opportunity Purchases: Opportunity purchases from local businesses that, for similar things available through the state purchasing program, may be purchased locally at a price equivalent to or less than that available through the state purchasing program. (Food & Agr. Code, § 4051, subd. (b)(1).)
- E. Exigency Purchases: In cases of a Public Exigency as defined under "Definitions" above, the CEO may authorize contracts for Goods and Services in the best interests of the 22nd DAA.

### Threshold Amounts and other Requirements for Approving **Exceptions** to Formal Competitive Procurement:

Unless otherwise allowed under this Policy, Exceptions to Formal Competitive Procurement with an estimated expenditure value may be approved as follows:

- A. If a Contract was previously approved by the Board, any Amendment to that Contract must also be approved by the Board regardless of value.
- B. Any Contract of a controversial nature or that may be of great public interest must be presented to the Board for consideration and approval during a 22nd DAA Board Meeting.

## DRAFT – Subject to Board Approval

C. Exceptions up to \$50,000 – Chief Executive Officer

D. Exceptions over \$50,000 – Board

### Requests for Exceptions:

Requests for Exceptions to this Policy must be submitted in writing or in electronic format, and include the following information:

- Description of and necessity for the procurement.
- Items and the term period.
- Benefits to the 22nd DAA.
- The factual basis for the claimed exception; identify item that applies.
- The requesting party's determination of fair and reasonable price.

In the event a request for an Exception to Formal Competitive Procurement is denied, one of the Formal Competitive Procurement processes must be utilized.

### **Small Business (SB), Micro Business (MB) and Disabled Veteran Business Enterprise (DVBE)**

By way of this Policy, the 22nd DAA encourages SB, MB and DVBE prime contractors to participate in the competitive procurement process.

### **Bid Protests**

With public contracts, the opportunity or option to “protest” a bid award is provided under certain limited circumstances.

The Proposer or Bidder must file the protest with the 22<sup>nd</sup> DAA and with Department of General Services.

A protest cannot be considered if:

- The protestant was not a Proposer or Bidder.
- The protestant has not alleged that it was the lowest responsible Bidder or the highest-scored Proposer.
- The protestant is not able to make a supportable assertion that it was the lowest responsible Bidder or should have been the highest-scored Proposer.
- The protest was not submitted timely.
- The grounds for the protest do not meet the permissible grounds stated in the Public Contract Code.
- The Contract is not subject to Formal Competitive Procurement.

22nd District Agricultural Association  
**Policies**

**Policy 4.03.1: Sponsorship Acquisitions**

Date Adopted/Last Revised:

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Note: Capitalized terms not otherwise defined in this Policy have the meanings set forth in the Definitions section of Policy 1.01. Should any provision in this Policy contradict any provision of California law, California law shall control.

**Purpose**

Pursuant to Food and Agriculture Code, section 4051.1, the purpose of this Policy is to establish the procedures to secure corporate sponsorships to support the activities of the 22<sup>nd</sup> DAA.

**Policy**

It is the Policy of the 22<sup>nd</sup> DAA that sponsorships will be used to support and further the mission of the 22<sup>nd</sup> DAA. Within this context, a sponsorship is defined as a mutually beneficial exchange whereby the sponsor receives value in consideration of money, or services or products in lieu of money, provided by that sponsor to the 22<sup>nd</sup> DAA.

**Sponsorship Guidelines**

- The 22<sup>nd</sup> DAA selects which sponsorships it wishes to accept and reserves the right to reject any sponsorship offer.
- The 22<sup>nd</sup> DAA does not endorse – either explicitly or implicitly – any of its sponsors, nor does it endorse those sponsors’ products, services, or ideas.
- The 22<sup>nd</sup> DAA will avoid any real or perceived conflicts of interest related to sponsorship agreements (see Policy 2.03). As such, and in addition to any and all other legal requirements related to conflicts of interest, 22<sup>nd</sup> DAA Personnel shall not receive any financial benefit from any sponsor or sponsorship agreement, including but not limited to gifts or financial rewards or benefits.
- The 22<sup>nd</sup> DAA will not afford preferential treatment to a business, organization, or individual as a result of an existing sponsorship agreement. The 22<sup>nd</sup> DAA will

## DRAFT – Subject to Board Approval

not favor a party to a sponsorship agreement over a competitor due to the existence of the sponsorship agreement or sponsorship status.

- The 22<sup>nd</sup> DAA retains full control of the content of its programs, projects, and services. Sponsors will not have any authority or control over the 22<sup>nd</sup> DAA's operation of the subject of the sponsorship.
- The 22<sup>nd</sup> DAA retains the right to review and approve all communications related to the sponsorship. This includes, but is not limited to, announcements, advertising and marketing materials, articles, and press releases about the sponsorship.
- The 22<sup>nd</sup> DAA will not enter into sponsorship agreements with businesses, organizations, or individuals that do not align with the 22<sup>nd</sup> DAA's purpose, mission, vision, or values. The 22<sup>nd</sup> DAA's long term reputation and credibility always take precedent over short-term monetary needs.
- The 22<sup>nd</sup> DAA will not enter into sponsorship agreements in tobacco or vaping product categories.
- While each potential sponsorship agreement will be considered on its merits, and judgement and discretion will characterize the decision making, the following questions will always be addressed:
  - Does the sponsorship align with the 22<sup>nd</sup> DAA's purpose, mission, vision, and values?
  - Does the sponsorship align with the 22<sup>nd</sup> DAA's overall strategy?
  - Will the sponsorship help the 22<sup>nd</sup> DAA realize its strategic initiatives?

### Sponsorship Agreements

All sponsorship agreements will be confirmed through a written contract consistent with the size and the scope of each sponsorship. All agreements shall include a clarification of all sponsor benefits, a defined process for marketing material approval in advance of publication, and the statement that the 22<sup>nd</sup> DAA does not endorse sponsor's products or services.

In addition to the items stated above, the contract will clarify relevant aspects of:

- When the sponsor will provide payments, or make promised in-kind products or services available.
- Who the main contacts will be for each party.
- Any interim or final reporting agreed upon, how the agreement will be monitored and reviewed.
- When the agreement terminates, and how early termination is handled.



## **DRAFT – Subject to Board Approval**

- Any minimum or maximum amount, and how that will be determined, and any exclusivity commitment.
- How any failure to meet commitments will be handled (i.e. what happens if the event is cancelled).

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## 22<sup>nd</sup> District Agricultural Association

### Contracting and Formal Protest Policies and Procedures

(Updated March 16 2018)

These Contracting Policies and Procedures are adopted by the 22<sup>nd</sup> District Agricultural Association (“22<sup>nd</sup> DAA”) in compliance with Food & Agricultural Code section 4051, and are effective February 11, 2015.

#### Policy

The 22<sup>nd</sup> DAA shall procure goods, services, and information technology goods and services through a competitive procurement process specified in these Contracting Policies and Procedures unless the goods, services, or information technology goods and services are entitled to an exemption or exception as defined in these Contracting Policies and Procedures.

#### Section I. Definitions

- A. “Goods” means all types of tangible personal property, including materials, supplies, and equipment, as defined in Public Contract Code section 10290, subdivision (d).
- B. “GM” shall mean and refer to the 22<sup>nd</sup> DAA’s Secretary General Manager.
- C. “DGM shall mean and refer to the 22<sup>nd</sup> DAA’s Deputy Secretary General Manager
- D. “Board” shall mean and refer to the Board of Directors of the 22<sup>nd</sup> DAA.
- E. “Personal Service Contracts” shall have the same meaning as set forth in California Code of Regulations, title 2, § 547.59.
- F. Public Exigency shall mean and refer to an emergency situation when the health and safety of the public property or guests in the custody or care of the 22<sup>nd</sup> DAA are at risk if immediate measures are not taken to resolve the problem situation and it is not possible or practical to convene a Regular, Special, or Emergency Meeting of the 22<sup>nd</sup> DAA Board as those terms are defined in the Bagley Keene Open Meeting Act. (Govt. Code, § 11120, et seq.)
- G. Sole Source shall mean and refer to a procurement process in which item(s) or service(s) are procured from, or are a product of either:
  - 1. Emergencies, where immediate acquisition is necessary for the protection of the public health, welfare, or safety or
  - 2. The proposed acquisition of goods are the only goods and services meeting the 22<sup>nd</sup> DAA’s needs, and the vendor is the only available vendor.

#### Section II. Competitive Bidding Procedures

- A. All purchases of goods or information technology goods and services, including subcontracts, and involving an expenditure in excess of \$100,000.00; all personal services contracts involving an expenditure in excess of \$5,000 and governed by Government Code section 19130, subdivision (a); and, all other contracts required by law to be subject to

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competitive bidding procedures will be awarded to pursuant to one of the competitive bidding procedures described below; subject to any categorical exemptions (Section III, *infra*) or exceptions. (Section IV, *infra*.)

### B. Competitive Bidding Process:

1. Invitation for Bid. An invitation for bid (IFB) is a public request for bids to provide a specific service or goods, and the contract will be awarded to the qualified bidder with the lowest responsive and responsible bid, unless all bids are rejected. The 22nd DAA Contract and Purchasing Office will provide additional details and definitions for each IFB issued to the extent necessary. When a contract is awarded, a Notice of Award shall be posted in a public place in the 22<sup>nd</sup> DAA's Contracts and Purchasing Office.
2. Two Tier Requests for Proposals. A Request for Proposal (RFP) will be issued seeking proposals to provide technical services or a specified product, or to solve a defined problem. The contract award will be based upon the lowest cost *and* evaluation of the proposers' technical proposals submitted in response to the RFP. Two Tier RFPs require the submission of technical proposals for evaluation by a selection committee using objective criteria specified in the RFP. Bidders must submit cost proposals in a separate sealed envelope. Proposals will first be evaluated on a technical basis by the selection committee. Bidders whose Proposal receive the required minimum score during the technical evaluation will have the cost envelope opened. When a contract is awarded, a Notice of Award will be posted in a public place in the 22<sup>nd</sup> DAA's Contracts and Purchasing Office.
3. Competitive Negotiated Procurements are initiated by the issuance of: (i) a RFP, (ii) a Request for Expression of Interest (RFEI), or (iii) a letter invitation to pre-qualified proposers (collectively, "Solicitation".) Competitive Negotiation Procurements require the submission of technical proposals for evaluation by a selection committee using objective criteria specified in the Solicitation; and price is not the primary or sole selection factor. Bidders must submit *preliminary* cost proposals in a separate sealed envelope. All proposals submitted in response to the Solicitation must comply with the Solicitation's terms and conditions. After receipt of proposals and completion of an evaluation or selection process, the District may conduct negotiations with one or more proposers with the required qualifications and the most competitive preliminary financial proposals. Best and Final Offers (BAFOs) will be requested from the selected qualified proposers upon the conclusion of any negotiations. The contract will be awarded on the basis of a consideration of a combination of technical evaluation and price factors. When a contract is awarded, a Notice of Award will be posted in a public place in the 22<sup>nd</sup> DAA's Contracts and Purchasing Office.

### **Section III. Categorical Exemptions from Competitive Bidding Procedures**

The following are categorically exempt from competitive bidding procedures. Before a purchase may be made on the basis of a categorical exemption, the Manager of the Contracts and Purchasing Department must approve and confirm the applicable categorical exemption.

- A. Utility Services: The item or service to be procured is from a utility company or wholesale utility provider where service connections are allowed only in geographically defined service territories, or a competitively limited wholesale provider market, or where the work involves a utility system and only the utility company itself is allowed to perform the work.

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- B. Standard Commercial Off-the-Shelf Software Packages (COTS) or Hardware Products: Procurement of software or hardware products which are ready-made, available for sale to the government and to the general public, and designed to be easily integrated into existing systems without the need for extensive customization. COTS software can either be installed on the 22nd DAA computers or delivered over the Internet. COTS include, but are not limited to, those items approved by the 22nd DAA Technology Office.
- C. Equipment Maintenance Services: Maintenance Services Agreements provided by the equipment manufacturer or dealers / distributors as a result of a Life Cycle Cost Purchase determination or which are not available from a satisfactory alternate source as determined by the Manager of the 22nd DAA Contract and Purchasing Office.
- D. Software, Software Licenses and Operating System Maintenance Services: Where the 22nd DAA has procured software and operating systems for its use, procurement of the continuing maintenance and upgrades of the software and operating systems, training and renewal of software licenses, from the developer or manufacturer.
- E. Small Business (SB), Micro Business (MB), and Disabled Veteran Business Enterprises (DVBE): In compliance with Government Code section 14838.5, procurements in an amount between \$5,000.00 and \$281,000 (or any other amount established by a Budget Letter from the Department of Finance), in goods and services from a DVBE, SB or MB certified by the State of California; provided the Manager of the 22nd DAA Contract and Purchasing Office obtains at least two price quotations from two or more certified small businesses, including microbusinesses, or from two or more DVBEs.
- F. Revenue Generating Events and 22<sup>nd</sup> DAA Facility Rentals: Professional and amateur entertainment of all kinds; agricultural and equestrian events; entertaining, educational and competitive exhibits of all kinds; public and private interim events of all kinds; short and long term rentals of 22<sup>nd</sup> DAA facilities; short and long term concessions; all entertainment and exhibits related to the San Diego County Fair, and any revenue generating enterprise or event contributing to the success of fairground operations.
- G. Procurements of any goods or services with a value less than \$5,000 may be purchased with or without using an Informal Procurement Process. If the procurement is conducted without using the Informal Procurement Process the 22nd DAA Contract and Purchasing Office must determine that the price or cost to the 22nd DAA is fair and reasonable.
- H. Informal Procurement Process: Procurements of goods or information technology goods and services in an amount greater than \$5,000 and less than \$100,000, may be purchased using an Informal Procurement Process by obtaining multiple informal telephone, written and or internet quotes and in accordance with the policies and procedures established by the Manager of the 22nd DAA Contract and Purchasing Office.
- I. Newspapers and Publications Services: Notices and publication services used to post notices required by law or policy, and subscriptions to newspapers, journals, and other periodicals.
- J. Contract extensions during Pending Protest or Ongoing Procurement Process: Extension of existing contracts where the goods or services provided under the existing contract are the subject of an ongoing procurement and the results of that procurement have been delayed or protested in accordance with the 22<sup>nd</sup> DAA's Bid Protest Procedures set forth in Section 8 below or otherwise delayed"

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- K. Non-Profit Community Services Agreements: Procurement of services acquired from not-for-profit organizations to provide services including, but not limited to, clean up, weed abatement, habitat restoration, maintenance and other similar work within or adjacent to 22nd DAA jurisdiction and the Manager of the 22nd DAA Contract and Purchasing Office determines that the price or cost to the 22nd DAA is fair and reasonable.
- L. Sponsorship Acquisitions: The 22nd DAA Board shall establish policies and procedures for sponsorships and naming rights.
- M. Educational Services: Procurement of educational or specialized training services from a nonprofit institution or a competitively limited market.
- N. Inter-Agency Agreements: Services and Goods Acquired from Other Governmental Agencies, Districts, Institutions and or Municipalities or through Competitive Contracts Awarded by Other Governmental Agencies Districts, Institutions and or Municipalities: Services and Goods that are acquired directly from another governmental agency, or under a contract awarded by the federal government or the State or another state government, or competitively by any governmental agency to a third party, when the price can be determined to be fair and reasonable.
- O. Architectural, Engineering and Related Professional Services: Professional services procured in accordance with the policy or policies adopted by the Board unless otherwise specified, applicable laws of the State of California and the 22nd DAA procedures apply.
- P. Legal Services: Subject to the applicable provisions of the Government Code, legal services, legal consultation, representation, research and analysis to support the Board of Directors, executive staff, and staff of the 22nd DAA.
- Q. Highly Specialized Consultants: Consultants whose expertise in a particular field is critical to the success of the 22nd DAA. The 22nd DAA's General Manager may determine that specialized consultants services are critical to the 22nd DAA's success and the General Manager may authorize, without a competitive procurement, a consulting contract, not to exceed an annual value of \$100,000. Contracts greater than \$50,000.00 must be approved by the Board.
- R. Marketing and Media Services and Products: Marketing services and products in the form of print material, promotional material, radio and television airtime, internet, cable and other forms of media advertising.

### **Section IV. Exceptions to Competitive Bidding Procedures**

The competitive procurement requirements of this policy may not apply if, under the particular circumstances of the procurement, an exception is warranted. The following are examples of circumstances that may be considered in authorizing case-by-case exceptions to this policy.

- A. Sole Source: Only one person, firm or manufacturer exists that can provide the needed goods, and no equivalent person, firm or manufacturer is available that would meet the 22nd DAA's minimum needs.
- B. Competition is precluded because of the existence of patent rights, copyrights, secret processes, controlled or limited market or distribution, restricted or limited availability of the basic raw material(s) or similar circumstances, and there is no equivalent item or service.

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## C. Absolute Compatibility:

1. The procurement is for replacement parts or components for equipment, and no information or data is available to ensure that the parts or components obtained from another supplier will perform the same function in the equipment as the part or component to be replaced;
2. The procurement is for replacement parts or components for equipment, and the replacement parts or components would compromise the safety or reliability of the product, or would void or invalidate a manufacturer's warranty or guarantee; or
3. The procurement is for upgrades, enhancements or additions to hardware or for enhancements or additions to software, and no information and data is available to ensure that equipment or software from different manufacturers or developers will be as compatible as equipment or software from the original manufacturer(s) or developer(s).

## D. Opportunity Purchases:

1. Opportunity purchases from local businesses that, for similar things available through the state purchasing program, may be purchased locally at a price equivalent to or less than that available through the state purchasing program. (Food & Agr. Code, § 4051, subd. (b)(1).)

## E. Threshold Amounts and other Requirements for Approving Contracts or Exceptions to Competitive Procurement:

Unless otherwise allowed under this Policy, Contracts or Exceptions to the Competitive Bidding Procedures with an estimated annual value (expenditure or revenue) may be approved as follows:

1. Contracts or Exceptions up to \$10,000 – Manager of 22nd DAA Contract and Purchasing Office.
2. Contracts or Exceptions between \$10,000 - \$50,000 – 22<sup>nd</sup> DAA GM or DGM
3. Contracts or Exceptions over \$50,000 – Board.
4. In cases of Public Exigency as defined under "Definitions" above, the 22<sup>nd</sup> DAA GM may approve Sole Source Procurements above the \$50,000 threshold without 22<sup>nd</sup> DAA Boards' approval.
5. If a Contract was previously approved by the Board, any Amendment to that Contract must also be approved by the Board regardless of value.
6. Any Contract of a controversial nature or that may be of great public interest must be presented to the Board's Contracts Oversight Committee to determine whether the Contract should be presented to the Board for consideration and approval during a 22<sup>nd</sup> DAA Board Meeting.

## F. Requests for Exceptions:

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Whether requesting approval by the Manager the 22nd DAA Contract and Purchasing Office, the 22<sup>nd</sup> DAA GM, or the 22nd DAA Board, requests for exceptions to the 22<sup>nd</sup> DAA's Contracting Policies and Procedures must be in writing or in electronic format. Requests for Exceptions must, conform to the following format, and include the following information:

1. Description of and necessity for the procurement.
  2. Items and the term period.
  3. Benefits to the 22nd DAA.
  4. The factual basis for the claimed exception.
  5. The requesting party's Determination of Fair and Reasonable Price.
- G. In the event a request for an Exception to Competitive Bidding Procedures is denied, one of the procedures specified in Section II (B) above must be utilized.

### **Section V. Advertising:**

For personal service contracts (Govt. Code, § 19130, subd. (a)) in excess of \$5,000, contracts in excess of \$ 100,000, and any and all other contracts required by law to be subject to competitive bidding procedures, the 22nd DAA Contract and Purchasing Office shall place and advertisement in an appropriate business newspaper, and post the proposed procurement on the 22nd DAA website and/or the Internet.

### **Section VI. Small Business (SB), Micro Business (MB) and Disabled Veteran Business Enterprise (DVBE)**

It is the policy of the 22<sup>nd</sup> DAA to encourage SB, MB and DVBE prime contractors to participate in the competitive procurement process. SB, MB and DVBE prime contractors, certified by the State may receive a 5% preference up to \$50,000 or in some instances a pre-determined scoring incentive on applicable solicitations to be applied when determining and award. As described in 2.E. above, they may also be exempted from the competitive process. In addition, non-certified prime contractors are encouraged to sub contract with certified SB, MB and DVBE firms. In some instances, the 22nd DAA may offer predetermined incentives for sub-contractor participation on selected solicitations.

### **Section VII. Protest Procedures**

#### A. Standing and Grounds for Protests:

1. Protests can be filed only by a Proposer or Bidder submitting a bid or proposal in response to one of the Competitive Bidding Procedures (IFB, RFP, or Solicitation) described in Section II.
2. All protests will be reviewed and decided on written submissions only.
3. Protests must be based only upon one or more of the following grounds:
  - a) The 22<sup>nd</sup> DAA violated a law or regulation.
  - b) The 22<sup>nd</sup> DAA failed to follow the procedures and adhere to requirements set forth in the solicitation or any addendum thereto.

#### B. Jurisdiction for Consideration of Protests

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1. There is no jurisdiction for the 22<sup>nd</sup> DAA to consider a protest if:
  - a) The 22<sup>nd</sup> DAA rejects all bids or proposals.
  - b) The protestant does not meet the requirements of Section VII (A) above.
  - c) The protest was not submitted timely.
  - d) The contract award is for a type of contract not subject to the protest procedures.

### C. Procedural Requirements for Protests:

1. A protest must be initiated by filing the Initial Protest in writing with the 22<sup>nd</sup> DAA's Contract and Purchasing Office by 4:00 p.m. not later than five business days after the posting of a Notice of Intent to Award. The written Initial Protests must be physically delivered to the 22<sup>nd</sup> DAA's Contracts and Purchasing Office in hard copy. Emailed protests and fax protests are NOT acceptable and will not be considered. The failure to timely file a protest shall constitute an irrevocable waiver of the Bidder or Proposer's right to protest
2. The Initial Protest must include the name, address, and telephone number of the protestant and of the person representing the protesting party, if any, and must be signed by the protestant or the protestant's representative. The Initial Protest may, but is not required to, contain the information described in Paragraph C (3) below.
3. After filing an Initial Protest, the protestant has five calendar days to file a detailed written statement of the protest grounds if, the Initial Protest did not contain the complete grounds for the protest. The detailed written statement must be physically delivered in writing to the 22<sup>nd</sup> DAA's Contract and Purchasing Office by 4:00 p.m. not later than five calendar days after the Initial Protest is filed. Emailed and/ or faxed detailed written statements are NOT acceptable and will not be considered. The detailed written protest must contain a complete statement of any and all bases for the protest, including, without limitation, all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. The detailed written protest must refer to the specific portions of all documents which form the basis for the protest.
4. Any protest not conforming to Paragraphs C (1) through (4), inclusive, shall be rejected by the 22<sup>nd</sup> DAA as invalid. The procedures and time limits set forth in this Section VII© are mandatory and are the protestant's sole and exclusive remedy in the event of any protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or judicial or other legal proceedings.
5. During the pendency of a valid protest, the contract may not be awarded until the protest is withdrawn or the 22<sup>nd</sup> DAA has rendered a decision.
6. The Manager of the Contracting and Purchasing Office shall determine if the protest is in conformance with Paragraphs C (1) through (3), inclusive. The Manager of the Contracting and Purchasing Office will attempt to resolve protests to the satisfaction of all parties before forwarding the protest to the 22<sup>nd</sup> DAA GM. Following confirmation that the protest is based on permissible grounds and filed in strict conformity with this Section 8(C), the 22<sup>nd</sup> GM shall appoint a hearing officer. The hearing officer may request additional information and specify a time limit for submission of the information. The hearing officer will determine the matter on all written submissions and submit a



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recommended written decision to the Board within thirty days of the final submission of evidence.

7. The 22<sup>nd</sup> DAA's Board will render a final determination and disposition of a protest by taking action to adopt, modify, or reject the hearing officer's recommended written decision. Action by the Board relative to a protest shall be final and not subject to appeal or consideration.



## Item 6-C, Finance Committee Report

### **Background**

The included preliminary financial reports are through January 31, 2024, and are subject to change as the 22<sup>nd</sup> District Agricultural Association (District) works to review and close out the 2023 financial year. A final report will be available upon preparation and completion of the CDFA required 2023 Statement of Operation (STOP) report at the end of March 2024.

The Balance Sheet is consolidated with District, State Race Track Leasing Commission, and Race Track Authority. The Income Statement is inclusive of District programs and operations only.

As has previously been discussed, due to the proximity of the board meeting dates to the end of the month immediately prior, there is approximately a six (6) week lag between the financial report presentation and current activity.

Therefore, the Committee reviews and presents financial reports to the Board from two months prior (March financials in May, April financials in June, etc.).

Meeting monthly, the Finance Committee monitors detailed financial information and activities including accounts receivable and payable aging, income statements for business operations including The Sound and Premier Food Services, and reviews and recommends rates and fees for services and activities.

### **Executive Summary**

#### **Balance Sheet:**

Data for fiscal years 2022 and 2023 is included for comparison purposes to the current year, 2024. This information is subject to change as the District continues to work through final reconciliation of all asset and liability accounts in preparation for the end of year closeout for 2023.

- Assets:
  - **Total Cash and Cash Equivalents.** The unrestricted cash position continues to remain strong. Notable is the increase to the operating **Cash** position over 2023.
  - **Restricted Cash RTA** is the cash available for the Race Track Authority bond obligations including 1) maintaining a reserve fund held in trust equivalent to one year's debt obligation, 2) the current year's debt obligation, 3) the minimum cash balance requirement for the District (also one year's debt obligation), and 4) when applicable, surplus funds contributed that revert to the District. Net Horse Racing Revenues and/or Net Concession Revenues are transferred to the trustee by

January 15<sup>th</sup> of each year. The trustee makes withdrawals in April and October for the payment of the current year debt.

- Liabilities:
  - **Deferred Revenue** consists of advance payments received for activities in the future such as event rentals and the San Diego County Fair.
  - **Accrued Employee Leave Liabilities** reflects the value of the leave balances currently due to employees upon separation from District and continues to be managed to remain within the state mandated thresholds.
- Footnotes:
  - **Footnote 7** has been updated to reflect approximate balances of Long Term Debt obligations. This information is updated annually.

Income Statement (All Programs & Operations):

Revenues are recognized in the month in which they are earned; expenses in the month incurred. For example, revenues for the San Diego County Fair will be reflected in the June and July financial reports.

The first three columns of figures represent the month's activity – Actual, Budget, and Variance of Actual to Budget. The middle grouping of columns represents the year-to- date activity, while the last column presents the complete 2024 Operating Budget goals.

The overall activity for the District during the month of January substantially exceeded forecasted amounts primarily due to receiving New Fair Funds (AB1499) in the amount of \$1,484,500.

- Revenues:
  - **Total Operating Revenues** exceeded expectations by 3% for the month of December and 7% cumulatively for the year.
  - **Concessions revenues** fell short of expectations for the month by 51%, or \$212,500. Six shows were forecasted for The Sound in January, while only three shows actually occurred.
  - **Facility Rental revenues** exceeded the monthly forecast by 283%, or \$831,000, in large part because the Nilforushan Equisport Event is included in the February forecasts. Facility Rental revenue will most likely appear back on pace next month.
  - **Parking Revenues** exceeded the forecast for the month by 16%, or \$53,700.
- Expenses:
  - **Total Operating Expenses** were lower than expectations by 33%, or \$1,050,000, for the month.
  - **Payroll & Related Expenses** are indicative of the ability to fill full-time, civil service vacancies within any given month as well as actual hours incurred versus those anticipated for temporary employees working during events. For the month of January, payroll and related expenses are trending 14%, or \$167,000, below forecasts.

- **Professional Services** consists of a multitude of services, the largest being food and beverage. The actual timing of expenditures in this category may differ from the monthly budgeted amounts, resulting in variances between the months during the year. For the month of January, this category is trending lower than forecast by 50%, or \$520,100.
  - **Food and Beverage Expenses** are trending below budget for the month in large part due to the corresponding decreased Concessions revenue noted above from Premier.

#### End of Year Closeout and 2023 CDFA Statement of Operations

The Statement of Operations (“STOP”) is the end-of-year financial report historically submitted to the California Department of Food and Agriculture (CDFA) near the end of March.

# UNAUDITED FINANCIAL STATEMENTS

Unaudited Financial Statements

## 22nd DAA Consolidated Balance Sheet (DAA, RTA, RTLC) As of January 31, 2024

	2024	2023	2022
<b>Assets</b>			
Cash	\$ 36,049,174	\$ 29,664,957	\$ 20,908,163
Restricted Cash - JLA	(14,882)	44,901	24,048
1 Restricted Cash - F&B Equipment Fund	51,157	119,538	338,980
2 Restricted Cash - RTA	12,919,638	14,407,453	11,320,069
Restricted Cash in Trust - WQI	-	-	332,064
Restricted Cash in Trust - The Center	-	-	1,237,444
<b>Total Cash and Cash Equivalents</b>	<b>49,005,087</b>	<b>44,236,848</b>	<b>34,160,769</b>
Accounts Receivable	1,918,378	1,871,458	5,360,312
Prepaid Expenses	325,152	335,336	477,005
3 Deferred Outflows Pension	5,298,571	5,298,571	5,298,571
<b>Total Current Assets</b>	<b>7,542,101</b>	<b>7,505,365</b>	<b>11,135,889</b>
Land	35,011,899	35,011,899	35,011,899
Building and Improvements	197,145,152	197,145,152	188,973,739
Equipment	38,756,119	38,311,447	37,989,227
Capital Projects in Process	32,872,467	30,668,665	38,369,524
Accumulated Depreciation	(181,302,229)	(181,302,229)	(174,388,579)
<b>Total Capital Assets</b>	<b>122,483,409</b>	<b>119,834,934</b>	<b>125,955,810</b>
<b>Total Assets</b>	<b>\$ 179,030,597</b>	<b>\$ 171,577,146</b>	<b>\$ 171,252,469</b>
<b>Liabilities</b>			
Accounts Payable	5,677,886	5,798,048	5,727,747
Payroll Liabilities	933,594	547,188	280,862
Accrued Liabilities	1,801,505	1,911,761	2,144,858
4 Other Current Liabilities	1,368,448	1,662,837	2,488,883
5 Deferred Revenue	1,052,886	1,614,014	8,749,554
Current Long Term Debt	2,616,675	3,133,355	4,270,797
6 Accrued Employees Leave Liabilities	1,361,025	1,277,619	1,220,449
7 Long Term Debt	57,812,132	61,448,807	63,962,267
Reserve - F&B Equipment Fund	911,073	609,483	345,242
Reserve - JLA	36,607	36,607	16,305
3 Pension Liability	40,159,391	39,947,218	39,747,479
3 Deferred Inflows - Pension	1,754,199	1,754,199	1,754,199
<b>Total Liabilities</b>	<b>115,485,422</b>	<b>119,741,137</b>	<b>130,708,642</b>
<b>Net Resources</b>			
Contributed Capital	78,877,171	78,877,171	78,877,171
Less Contributed Capital to RTA	(34,358,470)	(34,358,470)	(34,358,470)
Net Resources - Unrestricted	11,783,919	11,783,919	(5,921,909)
Investment in Capital Assets	(3,891,786)	(3,891,786)	(3,891,786)
	52,410,834	52,410,834	34,705,006
Net Proceeds from Operations	11,134,342	(574,824)	5,838,821
<b>Total Net Resources</b>	<b>63,545,175</b>	<b>51,836,010</b>	<b>40,543,826</b>
<b>Total Liabilities and Net Resources</b>	<b>\$ 179,030,597</b>	<b>\$ 171,577,146</b>	<b>\$ 171,252,469</b>

- 1- Per Food & Beverage Services agreement, 1.50% of all Gross Revenues for unexpected or emergency expenses, including repair and maintenance of equipment.
- 2- Per bond Pledge Agreement, maintain Reserve account and District cash separately equal to at least Maximum Annual Debt Service.
- 3- Information provided by CDFA/State Controllers Office; results from changes in components of net pension liability; applicable to a future reporting period.
- 4- Current portion of long-term debt due within the next 12 months.
- 5- Advance payments for events/activities in the future.
- 6- Due to employees at time of separation for paid leave balances.
- 7- RTA Bonds \$31.5M; Ibank WQI \$6.6M; Ibank Sound \$13.3M; Premier \$1.5M; Energy Efficiency \$3.1M; CalPers SB84 \$1.6M.

# UNAUDITED FINANCIAL STATEMENTS

## 22nd DAA Income Statement For the Period Ending January 31, 2024 DAA

	January 2024			Year-to-Date			Full 2024
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
<b>REVENUES</b>							
Admissions Revenue	0	0	0	0	0	0	13,649,053
Concessions Revenue	215,073	427,453	(212,380)	215,073	427,453	(212,380)	53,102,000
<i>Food &amp; Beverage Contract</i>	207,986	420,453	(212,467)	207,986	420,453	(212,467)	27,994,405
Facility Rentals Revenue	1,125,506	294,058	831,448	1,125,506	294,058	831,448	8,896,646
Leases Revenue	43,785	47,633	(3,848)	43,785	47,633	(3,848)	577,851
Program Revenues	468,518	417,195	51,323	468,518	417,195	51,323	8,599,861
<i>Parking</i>	389,360	335,695	53,665	389,360	335,695	53,665	7,303,861
<i>Participation Fees</i>	21,880	27,500	(5,620)	21,880	27,500	(5,620)	335,000
<i>Satellite Wagering</i>	57,278	54,000	3,278	57,278	54,000	3,278	488,500
<b>OPERATING REVENUE TOTALS</b>	<b>1,852,882</b>	<b>1,186,339</b>	<b>666,543</b>	<b>1,852,882</b>	<b>1,186,339</b>	<b>666,543</b>	<b>84,825,411</b>
Contributions	1,489,100	4,600	1,484,500	1,489,100	4,600	1,484,500	2,273,110
<i>Government Funding</i>	1,484,500	0	1,484,500	1,484,500	0	1,484,500	0
<i>Sponsorships</i>	4,600	4,600	0	4,600	4,600	0	2,269,610
Other Non-Operating Revenue	19,131	9,841	9,290	19,131	9,841	9,290	1,258,512
Reimbursed Costs	100,569	38,607	61,962	100,569	38,607	61,962	1,412,314
<b>NON-OPERATING REVENUE TOTALS</b>	<b>1,608,799</b>	<b>53,048</b>	<b>1,555,751</b>	<b>1,608,799</b>	<b>53,048</b>	<b>1,555,751</b>	<b>4,943,936</b>
<b>TOTAL REVENUE</b>	<b>3,461,681</b>	<b>1,239,387</b>	<b>2,222,294</b>	<b>3,461,681</b>	<b>1,239,387</b>	<b>2,222,294</b>	<b>89,769,347</b>
<b>EXPENSES</b>							
Payroll & Related Expense	1,032,329	1,199,671	167,342	1,032,329	1,199,671	167,342	20,471,458
<i>Professional Development</i>	25,659	76,209	50,550	25,659	76,209	50,550	354,509
Professional Services Expense	524,399	1,045,280	520,881	524,399	1,045,280	520,881	35,271,131
<i>Food &amp; Beverage Expense</i>	437,149	541,303	104,154	437,149	541,303	104,154	21,081,505
Insurance Expense	137,640	66,792	(70,848)	137,640	66,792	(70,848)	1,877,800
Facility & Related Expense	204,456	440,480	236,024	204,456	440,480	236,024	6,967,696
<i>Equipment &amp; Small Wares</i>	0	70,000	70,000	0	70,000	70,000	330,000
<i>Telephone &amp; Internet</i>	7,598	8,204	606	7,598	8,204	606	101,998
<i>Repairs &amp; Maintenance</i>	31,756	83,941	52,185	31,756	83,941	52,185	748,456
<i>Utilities</i>	155,292	270,000	114,708	155,292	270,000	114,708	4,020,000
<i>- Electricity</i>	148,781	-	-	148,781	-	-	-
<i>- Water</i>	908	-	-	908	-	-	-
Supplies Expense	140,794	287,570	146,776	140,794	287,570	146,776	1,740,934
Marketing & Related Expense	635	14,500	13,865	635	14,500	13,865	1,499,150
Program Expenses	37,904	78,277	40,373	37,904	78,277	40,373	16,939,508
<i>Prizes &amp; Premiums</i>	(1,203)	0	1,203	(1,203)	0	1,203	0
Other Operating Expense	89,155	86,782	(2,373)	89,155	86,782	(2,373)	2,937,616
<i>Bank &amp; Service Fees</i>	18,338	15,817	(2,521)	18,338	15,817	(2,521)	2,064,546
<i>Interest Expense</i>	70,832	70,965	133	70,832	70,965	133	841,570
<b>OPERATING EXPENSE TOTALS</b>	<b>2,167,312</b>	<b>3,219,352</b>	<b>1,052,040</b>	<b>2,167,312</b>	<b>3,219,352</b>	<b>1,052,040</b>	<b>87,705,293</b>
Other Non-Operating Expense							
<i>Prior Year Expense</i>	1,228	0	(1,228)	1,228	0	(1,228)	0
<b>NON-OPERATING EXPENSE TOTALS</b>	<b>1,228</b>	<b>0</b>	<b>(1,228)</b>	<b>1,228</b>	<b>0</b>	<b>(1,228)</b>	<b>0</b>
<b>TOTAL EXPENSE</b>	<b>2,168,540</b>	<b>3,219,352</b>	<b>1,050,812</b>	<b>2,168,540</b>	<b>3,219,352</b>	<b>1,050,812</b>	<b>87,705,293</b>
<b>NET INCOME (LOSS)</b>	<b>1,293,141</b>	<b>(1,979,965)</b>	<b>3,273,106</b>	<b>1,293,141</b>	<b>(1,979,965)</b>	<b>3,273,106</b>	<b>2,064,054</b>

Note: Positive variances in this report denote better than expected results for that element.

## Food & Beverage Report Jan-24

January 2024 Food Service Revenues were \$207,986. Budgeted Revenues for January 2024 were \$418,326

Net distribution to the District for January 2024 was (\$238,122) or -114.5%. Budgeted distribution for January 2024 was (\$142,043) or -34.0%.

Year-to-date 2024 distribution to the District is (\$238,122) or -114.5%. The budgeted distribution for YTD 2024 was (\$142,043) or -34.0%.

Jan-24	2024 ACTUAL	%	2024 BUDGET	%	2023 ACTUAL	%
TOTAL REVENUE	207,986	100.0%	418,326	100.0%	147,634	100.0%
TOTAL COGS	30,932	14.9%	83,762	20.0%	50,056	33.9%
GROSS MARGIN	177,054	85.1%	334,564	80.0%	97,578	66.1%
TOTAL PAYROLL	358,621	172.4%	395,201	94.5%	277,772	188.1%
OPERATING EXPENSES	90,572	43.5%	101,698	24.3%	64,835	43.9%
NET PROFIT	(272,139)	-130.8%	(162,335)	-38.8%	(245,029)	-166.0%
CLIENT DISTRIBUTION	(238,122)	-114.5%	(142,043)	-34.0%	(214,400)	-145.2%

YTD	2024 ACTUAL	%	2024 BUDGET	%	2023 ACTUAL	%
TOTAL REVENUE	207,986	100.0%	418,326	100.0%	147,634	100.0%
TOTAL COGS	30,932	14.9%	83,762	20.0%	50,056	33.9%
GROSS MARGIN	177,054	85.1%	334,564	80.0%	97,578	66.1%
TOTAL PAYROLL	358,621	172.4%	395,201	94.5%	277,772	188.1%
OPERATING EXPENSES	90,572	43.5%	101,698	24.3%	64,835	43.9%
NET PROFIT	(272,139)	-130.8%	(162,335)	-38.8%	(245,029)	-166.0%
Y-T-D CLIENT DISTRIBUTION	(238,122)	-114.5%	(142,043)	-34.0%	(214,400)	-145.2%

# Governor Newsom Announces Appointments

## 3.1.24

SACRAMENTO – Governor Gavin Newsom today announced the following appointments:

Nicholas Hardeman, of Sacramento, has been appointed Chair of the Fast Food Council. Hardeman has been Chief of Staff to State Senate President pro Tempore Emeritus Toni G. Atkins since 2016. He served as Special Assistant to former State Assembly Speaker John Pérez and to former State Assembly Speaker Toni G. Atkins from 2011 to 2016. Hardeman was Chief of Staff to former State Assembly Speaker pro Tempore Fiona Ma from 2006 to 2011. He was a Policy Consultant for the California State Senate from 2003 to 2006. Hardeman serves on the California Exposition and State Fair Board of Directors, the Brightline Defense Project, and the California Storm. He earned a Bachelor of Arts degree in American Government and Politics from Saint Mary's College of California. This position does not require Senate confirmation and the compensation is \$100 per diem. Hardeman is a Democrat.

SG Ellison, of Sonoma, has been appointed to the Fast Food Council. Ellison has been CEO and Franchisee of Diversified Restaurant Company since 2019, and was previously President from 2014 to 2019. He has been CEO of First Street Development since 2013. Ellison is a member of the Young Presidents' Organization. He earned a Bachelor of Science degree in Civil Engineering from Arizona State University. This position does not require Senate confirmation and the compensation is \$100 per diem. Ellison is registered without party preference.

Angelica Hernandez, of Paramount, has been appointed to the Fast Food Council. Hernandez has been a Cook Trainer at McDonald's since 2012. This position does not require Senate confirmation and the compensation is \$100 per diem. Hernandez is not registered to vote.

Piardip "Joe" Johal, of Pleasanton, has been appointed to the Fast Food Council. Johal has been CEO of Wendy's of the Pacific since 2002. He was Health, Safety, and Risk Manager for Hewlett-Packard from 1983 to 2003. Johal is Chair of the National Governing Board for Asian Pacific Islander American Public Affairs (APAPA) and a member of the Wendy's Technology Advisory Council and Indo-American Community Federation. He earned a Bachelor of Science degree in Industrial Engineering from the University of California, Santa Cruz. This position does not require Senate confirmation and the compensation is \$100 per diem. Johal is registered without party preference.

Michaela Mendelsohn, of Los Angeles, has been appointed to the Fast Food Council. Mendelsohn has been President and CEO of Pollo West Corp since 1988 and is Founder of TransCanWork. She served on the Los Angeles County Workforce Development Board from 2018 to 2021. This position does not require Senate confirmation and the compensation is \$100 per diem. Mendelsohn is a Democrat.

Richard Reinis, of Los Angeles, has been appointed to the Fast Food Council. Reinis has been Partner at Thompson Coburn LLP since 2014. He was Partner at Steptoe & Johnson LLP from 2006 to 2014. Reinis was CEO and General Counsel for Great Circle Family Foods LLC from 2000 to 2006. He was Managing Partner at Reinis & Reinis from 1985 to 2000. Reinis was Founding Partner of the Law Offices of Richard Reinis from 1981 to 1985. He is a member of the Chancery Club and the Max H. Gluck Foundation. Reinis earned a Juris Doctor degree from the University of Southern California School of Law and a Bachelor of Arts degree in History from Princeton University. This position does not require Senate confirmation and the compensation is \$100 per diem. Reinis is a Democrat.



Anneisha Williams, of Los Angeles, has been appointed to the Fast Food Council. Williams has been a Shift Leader at Jack in the Box since 2021. She is a member of the California Fast Food Workers Union, formerly Fight for \$15. This position does not require Senate confirmation and the compensation is \$100 per diem. Williams is a Democrat.

Mark Arabo, of San Diego, has been appointed to the State Racetrack Leasing Commission. Arabo has been President and CEO of Refined Management since 2015. He held several roles at the Neighborhood Market Association from 2006 to 2015, including President, Chief Executive Officer and Vice President of Marketing. He was a member of the Marketing and Sales Team for Anheuser-Busch from 2004 to 2006. Arabo served on the California Workforce Development Board from 2019 to 2023. He is a member of the 22nd District Agricultural Association, San Diego County Fair. Arabo earned a Bachelor of Science degree in Business Administration/Integrated Marketing Communications from California State University, San Diego. This position does not require Senate confirmation and there is no compensation. Arabo is a Democrat.

Rachelle Arizmendi, of Sierra Madre, has been reappointed to the California State Board of Food and Agriculture, where she has served since 2017. Arizmendi has been Government Industry Advisor and Business Development Executive at Avenu Insights & Analytics since 2022. She was Vice President and Chief Operating Officer of the Pacific Asian Consortium in Employment from 2016 to 2022. Arizmendi was a member of the Sierra Madre City Council from 2014 to 2022, where she served as Mayor in 2017 and in 2021. She was Executive Director of 211 California from 2014 to 2015. Arizmendi was Nutrition Adjunct Faculty at Pasadena City College from 2013 to 2015. She earned a Bachelor of Arts degree in Psychology and a Bachelor of Science degree in Food and Nutrition from California State University, San Diego. She earned a Master of Science degree in Family and Consumer Sciences from Eastern Illinois University. This position does not require Senate confirmation and there is no compensation. Arizmendi is registered without party preference.

Michael Gallo, of Merced, has been reappointed to the California State Board of Food and Agriculture, where he has served since 2012. Gallo has been Chief Executive Officer of Joseph Gallo Farms, maker of Joseph Farms Cheese, since 1985, and Co-Owner since 1972. He is a member of the Merced Subbasin Groundwater Sustainability Agency Board of Directors, Merced Elks, Italo American Lodge, Merced Hispanic Chamber of Commerce and Merced College President's Circle. This position does not require Senate confirmation and there is no compensation. Gallo is a Republican.

Glenda Humiston, of Novato, has been reappointed to the California State Board of Food and Agriculture, where she has served since 2022. Humiston has been Vice President of Agriculture and Natural Resources for the University of California since 2015. She was California State Director for Rural Development at the U.S. Department of Agriculture from 2009 to 2015. Humiston was Senior Partner at AGvocate Consulting Services from 2001 to 2003. She was Deputy Undersecretary for the U.S. Department of Agriculture from 1998 to 2001. Humiston was Senior Partner at AGvocate from 1992 to 1998. She was Executive Director of Sonoma County Farmlands Group from 1990 to 1992. Humiston was Agricultural Management Specialist for Peace Corps – Tunisia from 1984 to 1986. She was Operating Engineer at Neilson's Inc. from 1977 to 1980. Humiston is a member of the California Stewardship Network, Association of Public and Land Grant Universities, Western Rural Development Center and International Women's Forum. She earned a Doctor of Philosophy degree in Environmental Science, Policy and Management from the University of California, Berkeley, a Master of Science degree in International Agricultural Development from the University of California, Davis and a Bachelor of Arts degree in Agricultural Sciences from Colorado State University. This position does not require Senate confirmation and there is no compensation. Humiston is a Democrat.

Doria Robinson, of Richmond, has been appointed to the California State Board of Food and Agriculture. Robinson has been District 3 City Council Member on the Richmond City Council since 2022 and Executive Director of Urban Tilth since 2008. She was Creeks and Communities Program Manager for the Urban Creeks Council from 2008 to 2009, Community Programs Coordinator and

Manager for the Watershed Project from 2005 to 2008 and Nutrition Educator for the University of California Cooperative Extension San Mateo County from 2004 to 2006. Robinson is a Co-Founder of Cooperation Richmond and a member of Richmond Our Power Coalition, Climate Justice Alliance U.S., Food Sovereignty Alliance and the Richmond Food Policy Council. This position does not require Senate confirmation and there is no compensation. Robinson is a Democrat.

Phil Blair, of Del Mar, has been appointed to the 22nd District Agricultural Association, San Diego County Fair Board of Directors. Blair has been Executive Officer and Co-Owner of Manpower San Diego since 1977. He is a member of the San Diego USO Board, San Diego Chamber of Commerce Board, Economic Development Corporation Board and the San Diego Workforce Partnership Board. Blair was Chair of LEAD San Diego from 1998 to 2001 and 2008 to 2010, Chair of the San Diego USO Board from 2021 to 2023, Chair of the Economic Development Corporation from 2016 to 2023 and Chair of the San Diego Convention Center Board and Chair from 2016 to 2020. He earned a Bachelor of Arts degree in Business Administration from Oklahoma State University. This position does not require Senate confirmation and there is no compensation. Blair is registered without party preference.

Oscar De Haro, of St. Helena, has been appointed to the 25th District Agricultural Association, Napa Town and Country Fair Board of Directors. De Haro was Assistant Superintendent and Vice President of Student Affairs at Napa Valley College from 2006 to 2022. He was Dean of Students at Mendocino Community College from 1998 to 2005. De Haro earned a Bachelor of Arts degree in Political Science and Public Administration from California State University, San Jose and a Master of Arts degree in Interdisciplinary Studies from California State University, Sonoma. This position does not require Senate confirmation and there is no compensation. De Haro is a Democrat.

Lizet Angulo, of Victorville, has been appointed to the 28th District Agricultural Association, San Bernardino County Fair Board of Directors. Angulo has been President of Management Business Services and President of Ladies TKO since 2016. She earned a Master of Business Administration degree from Everest University and a Bachelor of Arts degree in Higher Education Management from Florida Metropolitan University. Angulo is Chair of the Victor Valley Democratic Club, 2nd Vice President of the Victor Valley NAACP Branch #1082, Treasurer of the California Democratic Party, Veterans Caucus, and a member of the American Culinary Federation, Victorville Lions Club, High Desert Hispanic Chamber of Commerce and the VFW Post #8620. This position does not require Senate confirmation and there is no compensation. Angulo is a Democrat.

Rick Bui, of Spring Valley Lake, has been appointed to the 28th District Agricultural Association, San Bernardino County Fair Board of Directors. Bui has been a Business Development Manager at Shell Roofing Solutions since 2022. Bui is a member of the Apple Valley Rotary Club and Rock'n Our Disabilities. This position does not require Senate confirmation and there is no compensation. Bui is registered without party preference.

Michael Keith Wubker Jr., of Fontana, has been appointed to the 28th District Agricultural Association, San Bernardino County Fair Board of Directors. Wubker has been a Teacher for the Fontana Unified School District since 2015. He earned a Master of Arts degree in Education from the University of Redlands and a Bachelor of Arts degree in Political Science from California State University, San Bernardino. Wubker is a member of the California State Guard. This position does not require Senate confirmation and there is no compensation. Wubker is a Republican.

Raymond Johnson, of Mariposa, has been appointed to the 35-A District Agricultural Association, Mariposa County Fair Board of Directors. Johnson has been an Engineering Operator at Yosemite National Park since 2017. This position does not require Senate confirmation and there is no compensation. Johnson is a Republican.

Kimberly Vaughan, of Mariposa, has been appointed to the 35-A District Agricultural Association, Mariposa County Fair Board of Directors. Vaughan has been CEO of LGBT Weddings Inc. since 2015 and of Kimberly Vaughan Enterprises LLC since 2005. She earned a Business of Science degree in Business Management from the University of Phoenix. She is a member of the Mariposa Butterfly Festival, NAACP and the Human Rights Council. This position does not require Senate confirmation and there is no compensation. Vaughan is a Democrat.

Erica Rough, of Quartz Hill, has been appointed to the 50th District Agricultural Association, Antelope Valley Fair Board of Directors. Rough has been a Teacher since 2004 and Academy Coordinator for the Antelope Valley Union High School District since 2018. Rough earned a Master of Arts degree in Curriculum and Instruction from California State University, Bakersfield. This position does not require Senate confirmation and there is no compensation. Rough is registered without party preference.

Angelica Sanchez, of Sacramento, has been appointed to the 52nd District Agricultural Association, Sacramento County Fair Board of Directors. Sanchez has been Director of Government Affairs & Compliance for MWG Holdings Inc. since 2018. Sanchez earned a Bachelor of Science degree in Political Science from California State University, Sacramento. She is a member of the Rainbow Chamber Foundation Board of Directors. This position does not require Senate confirmation and there is no compensation. Sanchez is a Democrat.

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# New legislation would boost funding for local, state fairs

Earlier this month, Senator Marie Alvarado-Gil (D-Jackson) introduced SB 1261 to increase funding and support for local and state fairs. California is home to 78 fairs, including 23 county fairs, two citrus fruit fairs, and the California Exposition and State Fair (Cal Expo).

The network of California fairs is composed of district agricultural associations (DAA), and for more than 70 years, the source of state funding for California fairs depended on horse racing licensing fees. In 2012, DAAs were expected to become self-sufficient as a result of the dwindling state budget for fiscal year 2011-2012. To address this issue, in 2017, the Legislature passed AB 1499, which directed the governor's budget to allocate three-quarters of a percent of the gross sales made on fairgrounds to the California Department of Food and Agriculture (CDFA). The CDFA would then transfer the generated revenue to the Fairs and Exposition Fund.

"By increasing the percentage of CDFA's budget that is allocated to fairs, SB 1261 will directly support the essential funding required for operational necessities and addressing critical issues like deferred maintenance and emergency preparedness within our fairs," said Senator Alvarado-Gil.

"We are in full support of Senator Marie Alvarado-Gil's efforts to help California's Fairgrounds help themselves. SB 1261 will increase the percentage of revenue annually reinvested in the Network. This increase will ensure our Fairgrounds remain viable and facilitate much needed improvements," said Sarah Cummings, President and CEO of the Western Fairs Association.

Fairgrounds don't just serve as entertainment venues and a gathering point for community events – they play a vital role during natural disasters and emergencies by providing the State Office of Emergency Services and other state and federal partners a centralized location to operate, to ensure the safety of citizens and first responders during critical incidents. By capping the cost of administering the allocation of these funds to fairs, SB 1261 would ensure those costs will not reduce the amount of sales tax revenue intended for DAAs.

"California's fairgrounds operate year-round, and we are consistently called upon to assist our federal, state and local governments when disaster hits. Every time, we answer the call. SB 1261 would provide a stable funding source to ensure our fairgrounds continue to serve our first responders when our communities need them the most," said Michele Richards, Chair of the California Fairs Alliance.

The bill will be referred to the Senate Agriculture Committee for review.

# New California law would stop farm animals that win top county fair prizes from automatically being slaughtered for food

A new [California](#) law is set to prevent farm animals that win top county fair prizes from automatically being slaughtered for food after a nine-year-old girl sued the state fair for killing her beloved pet goat.

Last week, Assemblymember Ash Kalra, 52, introduced Bill 3053 to allow kids to enter their animals in county fairs without the risk of them being sentenced to death.

The bill would also permit children to withdraw their entries any time before offsite transport and allow bidders to pick up their animal winners live rather than as slabs of meat.

The proposal follows the cruel slaughter of Cedar the goat, a seven-month-old white Boer cared by Jessica Long's daughter who entered it into the Shasta District Fair's junior livestock auction but later changed her mind.

The fair denied the family's request to withdraw and sold Cedar - so the mom brazenly stole the goat back before it was given to the buyer.





What followed was a wild goat chase - sending officers hundreds of miles across the county to retrieve the goat via a search warrant, before handing the creature to individuals who killed Cedar and roasted him on a barbecue for their guests.

The Long family filed a federal civil rights lawsuit last year against Shasta County and the fair, demanding actual, general and punitive damages, and California Attorney Genral Rob Bonta countersued, demanding the family to pay the government's attorneys' fees.

'A few years ago, we spent \$5,000 trying to find a home for pigs after kids had a change of heart,' said Judie Mancuso with Social Compassion in Legislation, an animal rights nonprofit.

'Then came the Cedar debacle... We said, "The timing is right. Let's do this bill.'" Mancuso, who is also the bill's sponsor, told [the Orange County Register](#).

Cedar, described as a beloved white goat with beautiful chocolate-colored markings, was sold at the Shasta District Fair for \$902 to a representative of State Senator Brian Dahle.

The mother, after seeing her daughter sob by the goat's pen at the fair, decided to steal back the animal at the last minute and 'deal with the consequences later.'

In an email to the Shasta District Fair on June 27, Long wrote: 'I knew when I took it that my next steps were to make it right with the buyer and the fairgrounds. I will pay you back for the goat and any other expenses I caused. I would like to ask for your support in finding a solution.'







Melanie Silva, Shasta District Fair Chief Executive Officer, responded to her email and demanded that she return the goat immediately.

She wrote: 'Making an exception for you will only teach out youth that they do not have to abide by the rules that are set up for all participants. Unfortunately, this is out of my hands. You will need to bring the goat back to the Shasta District Fair immediately.'

Shortly after, the organizer of the barbecue contacted her lawyers over the theft of the animal - and the livestock manager of the fair, B.J. Mcfarlane, texted Long warning that law enforcements would be brought in if the goat was not returned.

According to the lawsuit, Mcfarlane threatened to have her charged with a felony count of grand theft if she did not return Cedar.

Two weeks after Long's goat heist, Shasta Sheriff's Office Detective Jeremy Ashbee filed a search warrant affidavit - in a bid to seek permission to seize the stolen animal.

Judge Monique McKee signed one on July 8, permitting officers to 'utilize breaching equipment to force open doorway(s), entry doors, exit doors, and locked containers in pursuit of their target.'

Cops then raided Bleating Hearts Farm and Sanctuary in Napa - but the goat was not being hidden there.

Instead, Cedar was being kept at an unnamed Sonoma County farm that Long had emailed in a desperate bid to save the animal from slaughter.





Two officers then rushed to the other farm, despite having no search warrant for that location, nor a warrant to seize Cedar from there, according to the lawsuit.

They took the goat - and drove more than 200 miles back before delivering it to an unnamed individual at the fair 'for slaughter/destruction' - despite the fact that the warrant required them to hold the goat for a court hearing to determine its lawful owner, the lawsuit alleged.

Attorney General Rob Bonta, who represented the fair as part of the California Department of Food and Agriculture, later filed a counterclaim, which he ultimately dropped amid overwhelming backlash.

Vanessa Shakib, Jessica Long's lawyer, wrote: 'We argued the Attorney General's counterclaim was legally frivolous and intended to chill the First Amendment rights of the Long family.'

'In Cedar's case, a group of government officials transformed a \$63 civil dispute into felony theft to create a false pretense for an unlawful search and seizure.

'These officials drove hundreds of miles at taxpayer expense, and stopped at nothing - including the United States Constitution - to ensure a child's animal was illegally slaughtered without due process.'



Fortunately, if the bill is approved, the tragedy that happened to Cedar the goat and the Long family will not repeat, and California kids would be able to watch their animals grow and thrive.

Students have already opted to seek alternative homes for their animals in sanctuaries or farms, rather than participating in livestock auctions.

Bruno Barba, a high school student in 2015, raised a pig named Lola and ultimately sent it to the Farm Sanctuary in Orland, California.

His mother said: 'I think it's very different to see firsthand. To see the life of the animal, as opposed to seeing it at the market and thinking, "Here's dinner."'

Shakib, the Longs' attorney, said: 'We applaud proposed legislation allowing successful bidders to take their animals home alive.'

'The government shouldn't force people to kill their animals. This commonsense language is an important step in protecting property rights.'